

Memorandum



Date: October 16, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 9(A)(21)(A)

From: George M. Burgess
County Manager

Subject: Recommendation for Approval to Award Contracts No. 545A and 545B and CG-01-07
for the Curbside Recycling Program – Waiving the requirements of Sections 2-8.3 and
2-8.4 of the Miami-Dade County Code Pertaining to Bid Protests

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the following contract awards for a Countywide Curbside Recycling Program: a single contract to Waste Services of Florida, Inc. (Waste Services) to provide curbside recycling collection and hauling services; a single contract to Waste Management Inc. of Florida (Waste Management) for recycling processing services and transfer sites; and a single contract to Cascade Engineering for the purchase of 170,000 residential 64-gallon rolling carts, with an option to purchase an additional 170,000 carts; and to waive the requirements of Sections 2-8.3 and 2-8.4 of the Miami-Dade County Code pertaining to Bid Protests.

CONTRACTS NO: 545A (Collection and Hauling) and 545B (Recycling) and
CG-01-07 (Rolling Carts)

CONTRACT TITLE: Curbside Recycling Program

DESCRIPTION: To provide a Curbside Recycling Program for Miami-Dade
County service area residents and for residents of 11
municipalities within Miami-Dade County, which includes
curbside collection, recycling, and purchasing of rolling
carts.

PROJECT MANAGER: Kathleen Woods-Richardson, Director, Department of Solid
Waste Management

APPROVAL TO ADVERTISE: On October 12, 2006, the Board via Resolution R-1209-06,
approved a waiver of formal competition and authorized
the County Manager to issue an invitation to negotiate and
to present a final long term contract for approval.

TERM: Seven (7) years, with one (1) seven year option to renew,
at the County's sole discretion.

CONTRACT AMOUNT:

Total for Pick-up and Hauling:	\$ 8,478,960
Total for Recycling Revenues:	\$ 875,000
Total for 170,000 Carts:	\$ 7,115,000

Expenditure for curbside pickup and hauling services is
\$2.06 per resident per month, subject to an annual
adjustment by the percent change in the Consumer Price
Index (CPI) capped at 3%, and any adjustments for

changes to the Living Wage rate. Revenues to Miami-Dade County from recycled materials include \$10 per ton, subject to an annual adjustment by the percent change in the CPI (not to exceed 3%), and an up-front, non-refundable Education and Promotional contribution to the County of \$525,000. Expenditure for 170,000 residential 64-gallon rolling carts will be \$7,115,000 or \$41.85 per cart, which includes assembly and distribution to the customer.

FUNDING SOURCE:

DSWM Proprietary Revenue

METHOD OF AWARD:

On October 12, 2006, the Board via Resolution R-1209-06 waived formal competitive bidding pursuant to Section 4.03 (D) of the Home Rule Charter and Section 2-8.1 of the County Code.

**CONTRACTORS RECOMMENDED
FOR AWARD:**

Curbside Collection and Hauling Services
Waste Services of Florida, Inc. (non-local)
5002 T-Rex Ave, Ste 200
Boca Raton, FL 33431
Charles Wilcox, President

Recycling Processing Services (Including Transfer Stations)
Waste Management Inc. of Florida, Inc. (non-local)
1001 Fannin, Ste 4000
Houston, TX 77002
David R. Hopkins, President

Residential 64-Gallon Rolling Carts
Houston-Galveston Area Council Cooperative
Cascade Engineering, Inc. (non-local)
3400 Innovation Court SE
Grand Rapids, MI 49512
Fred Keller, President

**VENDORS NOT RECOMMENDED
FOR AWARD:**

Waste Pro of Florida, Inc. (non-local)
2101 W SR 434, Ste 315
Longwood, FL 32779

World Waste Services, Inc. (local)
4701 NW 35th Ave
Miami, FL 33142

Choice Environmental Services of Broward, Inc. (local)
3315 NW 46th Street

Miami, FL 33143

SP Recycling Corporation (non-local)
245 Peachtree Center Ave. NE
Atlanta, GA 30303

USING/MANAGING AGENCY:	Department of Solid Waste Management
CONTRACT MEASURES:	The Review Committee recommended a Small Business Enterprise (SBE) selection factor for this solicitation.
LIVING WAGE:	The curbside collection and hauling services being provided are covered by the Living Wage Ordinance.
UAP:	The hauler and rolling carts contracts contain the 2% User Access Program (UAP). The recycler contract does not include the UAP as it is a revenue generating contract.
PERFORMANCE DATA:	Stricter Performance Standards are included in both agreements and are tied to specific administrative charges against the collection and recycling Contractors (as an example the administrative charge from missing a pickup of a household increased from \$25 to \$100 per incident). Reference checks were made on Waste Services of Florida, Inc., Waste Management Inc. of Florida and Cascade Engineering, Inc. and were found to be satisfactory. It should be noted that the predecessor company for Waste Services of Florida, Inc. was BFI which did have service problems and for which all penalties have been paid. There was also an inadvertent overcharge for commercial service pick-up at the Justice Building area, which was immediately resolved with repayment of the amount in question. Waste Services of Florida, Inc. and Waste Management Inc. of Florida are contractors in good standing with the State of Florida and Miami-Dade County (pre-award checklist). Cascade Engineering, Inc. is in the process of reactivating their application to do business with the State of Florida, as they have not performed services in this state recently.
LOCAL PREFERENCE:	Applied in accordance with applicable ordinances, but did not affect the outcome.
ESTIMATED CONTRACT COMMENCEMENT DATE:	Ten days after date adopted by the Board of County Commissioners, unless vetoed by the Mayor.

BACKGROUND

On October 12, 2006, the Board of County Commissioners via Resolution R-1209-06, waived formal competitive bidding pursuant to Section 4.03 (D) of the Home Rule Charter and Section 2-8.1 of the County Code and authorized the County Manager to issue an invitation to negotiate with service providers to develop a contract for the County's Recycling Program. The County's goals were to improve services, achieve savings in the recycling program via a flexible solicitation approach aimed at increasing the County's total recycling rate and reduce costs. The resultant contracts recommended herein allow for the achievement of these goals.

An invitation to negotiate is essentially a request for proposals that allows flexibility in the evaluation and negotiation procedures, and the use of simultaneous negotiations. The solicitation was prepared in consultation with the recycling industry and incorporated comments obtained at the September 28, 2006 Curbside Recycling Industry Day event hosted by the County. Fifteen firms attended the Industry Day meeting. Also, following the Board workshop held on November 13, 2006, the solicitation was amended via an addendum to allow proposers, in addition to the turnkey solution (curbside collections for the entire County, recycling, communication program etc., the opportunity to submit proposals for separate components of the program: for collection only, and/or collection by zones (there are six established solid waste collection zones), and/or for recycling services only (sorting/handling materials without collection). The solicitation requested proposals from qualified firms to provide an innovative, effective and economical curbside recycling program in the County's service area and certain participating municipalities. The solicitation also allowed the opportunity for the County employees to perform a portion of the work; however, no proposal was received.

Six proposals were received. The proposals were evaluated by a Selection Committee consisting of: Andrew Zawoyski, DPM, Non-voting Chairperson; Roger Carlton, Assistant County Manager; Kathleen Woods-Richardson, Director, Department of Solid Waste Management; Charles Danger, Director, Building Department; Christopher Rose, Deputy Director, Department of Solid Waste Management; Alice Hidalgo-Gato, Acting Division Director, Contract Review and Compliance Division, Small Business Affairs; and Amy Knowles, Special Projects Administrator, Department Environmental Resource Management. A kickoff meeting was held on March 23, 2007. Evaluation meetings were held April 12, April 19, and May 11, 2007. Oral presentations were held on April 19, 2007. Site visits took place on April 18, 2007. Negotiations were held between May 30 and July 3, 2007.

During the solicitation period, the incumbent provider of curbside recycling services BFI, Inc. transferred its assets and liabilities to Waste Services of Florida Inc., a wholly owned subsidiary of Waste Services, Inc. in Ontario, Canada.

The Current Arrangement

Currently recyclable materials are collected weekly through a dual stream process using two 18-gallon bins. Recyclable materials include: newspaper, corrugated cardboard, aluminum cans, clear, brown, and green glass, plastic container types 1 through 3, and 'gable top' type containers (such as those used for milk). Household batteries are collected on one recycling day per month, and phonebooks are collected seasonally. The incumbent contractor provides the bins. The County pays \$2.87 per household, per month for this service for a net cost of \$10,648,800 (the County obtains approximately

\$1 million in revenues annually from recyclables, which is an offset to the cost). Please see chart below. This contract is in place until July 31, 2007, with month-to-month extensions available through December 31, 2007.

	Current Service	Proposed Service
Curbside Collection and Materials Processing by Waste Services, Inc.	\$2.87	-----
Payment for County's Share of Recycling Materials (paid to the County)	-\$0.26	-----
Curbside Collection by Waste Services, Inc.	-----	\$2.06
Carts are Purchased by the County (debt service on 170,000 carts)	-----	\$0.28
Materials Processing by Waste Management, Inc. (paid to the County at \$10/ton)	-----	-\$0.09
Outreach Plan by Waste Management, Inc. (paid to the County, one-time \$525,000)	-----	-\$0.02
Total	\$2.61	\$2.23

Total Dollar Amount of these Service Plans	\$10,648,800	\$9,098,400
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The Proposed Arrangement

The proposed arrangement as recommended herein, will allow for bi-weekly (every two weeks) collection of recyclable materials through a single stream process using one 64-gallon rolling cart for newspaper, corrugated cardboard, magazines, catalogs, cereal boxes, telephone books, printer paper, copier paper, mail, aluminum food and beverage containers, glass food and beverage containers (clear, brown, and green glass), ferrous (iron) cans, plastic container types (1 through 7), and 'gable top' type containers (such as those used for orange juice). Household batteries, a "sharps" mail-in program (safe disposal of needles and syringes), inkjet and fluorescent lamps will be collected at no additional charge to the County or the resident. This represents a much broader spectrum of recyclables than is currently accepted. Included in the contract, Waste Management will provide a community outreach program available to County staff, non-profit organizations, schools and other civic groups with an interest in recycling and environmental issues.

The County will pay \$2.06 per household per month to Waste Services for collection and hauling of recyclables to the transfer station/recycling center (subject to an annual adjustment by the percent change in the CPI, and any adjustments for changes to the Living Wage rate). The County will receive \$10 per ton for recyclable materials, subject to an annual adjustment by the percent change in the CPI. Waste Management initially offered a \$75,000 contribution towards the County's Education and Promotional Program. Through negotiations Waste Management agreed to present that contribution in a non-refundable lump sum of \$525,000 upon execution of the Contract with Waste Management. This commitment to expanding recycling utilization will be repeated at an inflation adjusted amount if the contract is renewed. This recommendation to issue separate contracts to a collector/hauler, and a recycler, provides the County with an opportunity to obtain the best available collection/hauling service at the most competitive price, and the best available recycling services. It also provides an opportunity to participate in the success of the Countywide Recycling Program (\$10 for each ton collected), create a Recycling Promotions Program, and to obtain significant savings for the County's Recycling Program by obtaining rolling carts through a third party.

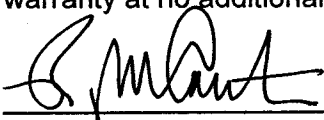
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and to obtain significant savings for the County's Recycling Program by obtaining rolling carts through a third party.

The Evaluation Committee requested unit pricing for collection and hauling, without the rolling carts. The negotiated contracts with the hauler and recycler do not include the cost for these carts. The County will purchase rolling carts by accessing a Houston Galveston Area Council Cooperative (Miami-Dade County is a member) contract at a substantially lower cost than it would if purchased through the recyclable collections contractor. The County will have an ongoing obligation to provide these rolling carts as the Program expands. We currently pick up recyclable material from approximately 140,000 customers leaving a margin of 30,000 containers as the Education program and more reliable services takes hold. Over time, we have the ability to purchase containers for all customers should the DSWM achieve a higher percentage of participation. It is anticipated that the transition from the current dual stream process to the single stream process will take up to six months. It is important to transition as quickly as possible because the sooner the County obtains the rolling carts, the sooner the new more reliable and efficient trucks will be introduced into service. The main reason for missed pick-ups under the current service structure has been the age of the truck fleet.

The Results

In recommending the proposed comprehensive Countywide Recycling Program, staff considered the goals presented to the Board on October 12, 2006. Incorporated into the contract with Waste Services of Florida, Inc. is a single stream, bi-weekly collections process, new rolling carts, a new senior project management team, a new fleet of 25 more efficient and reliable trucks within five months, more favorable pricing, and an expanded list of collectible recyclable items. Included in the contract with Waste Management is an arrangement for the County to obtain revenue for recyclable materials, and revenue to establish a countywide education and promotional program. It is anticipated that the inclusion of a single stream process with larger rolling carts (as opposed to two separate smaller bins), an entirely new fleet of trucks, an educational program, as well as outreach to be performed by the recycling contractor, will improve customer service and participation, facilitate collection of a higher volume of recyclables, create additional revenue, and result in reduced environmental impacts. The hauling and recycler contracts contain stringent performance standards tied directly to administrative charges the County will levy on the Contractors for non-performance. The contract for the rolling carts with Cascade Engineering Inc. included the User Access Fee, Inspector General Fees and a 10 year warranty at no additional cost to the County.



Assistant County Manager




MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: October 16, 2007

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 9(A)(21)(A)

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

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Approved _____ Mayor

Veto _____

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENTS WITH WASTE SERVICES OF FLORIDA, INC; WASTE MANAGEMENT INC OF FLORIDA; AND CASCADE ENGINEERING, INC. TO OBTAIN CURBSIDE COLLECTION AND HAULING; RECYCLING SERVICES, AND TO PURCHASE 64-GALLON ROLLING CARTS RESPECTIVELY, WAIVING THE REQUIREMENTS OF SECTIONS 2-8.3 AND 2-8.4 OF THE MIAMI-DADE COUNTY CODE, PERTAINING TO BID PROTESTS, BY A TWO-THIRD VOTE OF THE BOARD MEMBERS PRESENT, AUTHORIZING THE COUNTY MAYOR OR DESIGNEE AND AUTHORIZING THE COUNTY MAYOR OR DESIGNEE TO EXECUTE ALL NECESSARY AGREEMENTS FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN CONTRACTS NO. 545A, 545B, and CG-01-07

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS it has been established that specified items and services which cannot be purchased under normal bid procedures,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board finds it is in the best interest of Miami-Dade County to waive the requirements of Sections 2-8.3 and 2-8.4 of the Miami-Dade County Code, pertaining to Bid Protests, by a two-third vote of the members present and empower the County Mayor or designee to award contracts, therefore, competitive bidding is waived in this instance pursuant to Section 5.03(D) of the Home Rule Charter by a two-third (2/3) vote of the Board members present.

Furthermore, the Board waives the procedures contained in Section 2-8.3 and 2-8.4 of the County Code, pertaining to bid protests, by a two-third (2/3) vote of the Board members present.

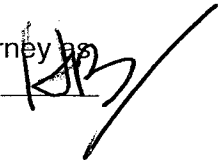
The foregoing resolution was offered by Commissioner who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of October, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by the County Attorney as
to form and legal sufficiency. 

Hugo Benitez

By: _____
Deputy Clerk

Contract No. 545A

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Waste Services of Florida, Inc , a corporation organized and existing under the laws of the State of Florida having its principal office at 5002 T-Rex Ave, Ste 200, Boca Raton, FL 33431 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide curbside collection and hauling of recyclable items that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 545 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated March 9, 2007, supplemented by letter dated May 8, 2007 hereinafter collectively referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such curbside collection and hauling of recyclable materials services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 545 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative.
- d) The word "Contractor" to mean Waste Services of Florida, Inc. and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Extra Work" or "Change Order" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.
- j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- k) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- l) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No. 545 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- b) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- d) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a law, or policy change implemented by the County, or a substantial change in the service area. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes. The Contractor and County shall agree to an adjustment in price or a limitation on the scope of the implementation of the change.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective (Effective Date) on first day of the month following approval of this Agreement by the Board of County Commissioners. The Effective Date shall initiate the Transition Period during which time the Contractor shall (a) provide any necessary insurance and/or other documentation to the County as may be stated in this Agreement, and (b) take any and all necessary actions to transition into providing Services as stated in Appendix A. This Agreement expires on December 31, 2014.

The County, at its sole discretion, reserves the right to request an option to renew this Contract for one (1) additional seven (7) year period, which shall be mutually agreeable to both parties. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and any option to

renew, and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County**a) to the Project Manager:**

Miami-Dade County
Department of Solid Waste Management
2525 NW 62nd Street, 5th Floor
Miami, Florida 33147
Attention: Director
Phone: (305) 514-6628
Fax: (305) 514-6886

and,

b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Waste Services of Florida, Inc.
3840 NW 37th Court
Miami, FL 33142
Attention: Regional Vice President
Phone: (305) 638-3800
Fax: (305) 633-2973
E-mail: VGabriel@wasteservicesinc.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

By the final working day of each month, the County shall convey to the Contractor the most recent count of Households (Residential homes) in the Service Area. This Household count shall serve as the basis for the Contractor's invoicing for Services for the next month.

The Contractor shall submit an invoice to the County by the fifteenth calendar day of each month for services provided the previous month. Invoices shall be submitted as stipulated in Article 9 with a copy to the Project Manager.

All invoices shall contain the following information:

I. Contractor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and Contractor
- Date of invoice
- Invoice number
- Contractor's Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number
- Miami-Dade's release number and the Contract Number

III. Amount Due:

1. Gross Amount Due for Recyclables Collection and Hauling

Number of Households served in the Service Area – from County's monthly count of Households in Service Area

Price per Household for Recyclables Collection – (\$2.06 per Household per month, plus any applicable annual adjustment)

Gross amount due for Recyclables Collection

2. Net Amount Due for Recyclables Collection and Hauling (only applicable during Transition Period and transition after a Force Majeure under Article 46)

Itemized list of Collection Routes not serviced, including Collection Routes not serviced due to Force Majeure under Article 46, number of Households in each Collection Route not serviced, and number of times each listed Collection Route was not serviced during the invoice period

Price per Households for Recyclables Collection – (\$2.06 per Household per month, plus any applicable annual adjustment)

Deduction from invoice for Collection Routes not serviced

The County shall itemize Administrative Charges (Article 30) and deduct those amounts from the amount payable to the Contractor for Services provided. The County shall remit the balance to the Contractor. County agrees to pay Contractor the amount due within 45 days of receipt of each properly submitted and documented invoice. Contractor's failure to submit invoices in the prescribed manner may result in delay of payment by County.

ARTICLE 8. PRICING

Prices for collection and hauling shall be \$2.06 per Household, per month and is inclusive of all costs, charges and fees involved in providing Services. Additional charges of any kind added to

the invoice will be disallowed. Fuel adjustments, surcharges, or any additional fees, etc., will not be honored.

Beginning on the first day of the second Service Year (January 1, 2009) of the Contract and annually thereafter through the final year of Contract, the unit prices paid by the County to the Contractor for the services to be provided by the Contractor will be adjusted by the percent change in the Consumer Price Index (CPI), All Urban Consumers, South Urban, All items, annual average during the previous Service Year, not to exceed three percent (3%) based on the change in such Index from October 1 through September 30 of the previous year. The source of the consumer price indices applied in the annual adjustment to the Collection Payment shall be the U. S. Bureau of Labor Statistics. Each adjustment shall be in effect for the following 12-month period. The Amount paid per Household shall be extended to all Households served by the Contractor based on Household counts provided by the County in accordance with provisions of this Agreement.

The Price as stated in this Article 8 will be adjusted upward or downward by the County based on changes in the Living Wage (Article 29) to adjust for the change in the cost of Contractor's labor as a result of changes to the Living Wage. It is incumbent on the Contractor to request the changes in writing not later than October 31 of each Service Year. The first time the Contractor can request such change shall be in October of 2008.

The Price as stated in this Article 8 will be adjusted upward or downward by the County based on any increased costs to the Contractor resulting from a change to the Designated Facilities.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
2525 SW 62 Street – 5th Floor
Miami, Florida 33147
Attention: Accounting Division

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of

this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall, furnish to Miami-Dade County, Department of Procurement Management, RFP Section, 111 N.W. 1st Street, Suite 1375, Miami, Florida 33128-1974, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of the Department of Procurement Management, as the certificate holder, must appear on the certificate of insurance.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages, and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the

Services.

- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. RESOLUTION OF DISPUTES

Any and all disputes or disagreements arising out of this Agreement shall be subject to the decision of the Project Manager, with right of the Contractor to appeal to the Director of the Department or Department's designee. Contractor may further appeal to the County Manager through the Director of the Department of Procurement Management or Director's designee. The decision of the County Manager shall be final and binding. During any dispute, the Contractor shall continue to render full compliance with this Agreement regardless of the nature of the dispute, unless the County specifically notifies the Contractor otherwise.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons and property. The

Contractor and any and all subcontractors performing Services under this Agreement shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the Contractor.

ARTICLE 17. AUDITS

The Contractor agrees that the County or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, and shall only address those transactions related to this Agreement. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, sell its assets, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which

is required to be performed under this Agreement.

- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the

County:

- i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
- i. portion of the Services completed in accordance with the Agreement and the Work Order up to the Effective Termination Date; and
 - ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and Work Order and has been specifically developed for the sole purpose of this Agreement Work Order but not incorporated in the Services.
- f) In the event that the County exercises its right to terminate this Agreement for Convenience the Contractor will be compensated for the unamortized value of the vehicles used by the Contract in performance of this Agreement, based on a seven year straight line amortization of the original vehicle cost. The County may select upon notice to the Contractor to take title to the vehicles on payment to the Contractor. The Contractor shall provide clear title to the vehicles.
- g) All compensation pursuant to this Article is subject to Audit.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis.
 - ii. the Contractor has refused or failed repeatedly, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or

- debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
 - vii. the Contractor has failed in the representation of any warranties stated herein;
 - viii. the Contractor repeatedly hauls recyclable material to other than a Designated Facility.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:
- i. treat such failure as a repudiation of this Agreement;
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the County, the County shall so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for procurement of Services, including procurement and administrative costs; and,
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. COMPLIANCE WITH FEDERAL STANDARDS

All Services performed by the Contractor under this Agreement shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

ARTICLE 28. LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR

Unless otherwise stated in the Agreement, the Contractor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the Scope of Services, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

ARTICLE 29. LIVING WAGE

The provisions of Miami-Dade County Ordinance 99-44 are applicable to this Agreement and the Contractor acknowledges it is aware of the penalties for non-compliance. A copy of this Ordinance is available upon request from the Program Manager.

This Article is organized with the following sections:

1. Definitions
2. Minimum Wages and Posting of Information.
3. Liability for Unpaid Wages; Liquidated Damages; Withholding
4. Payrolls, Basic Records and Reporting
5. Subcontracts
6. Complaints and Hearings; Contracts Termination and Debarment

1. DEFINITIONS

A. Administrative hearing officer means a qualified arbitrator appointed by the County Manager to resolve disputes arising from the enforcement of Miami-Dade County Ordinance 99-44.

B. Applicable department means the County department(s) using the service contract.

C. Complaint means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Ordinance.

D. Compliance officer means the County Manager or his/her designee to review compliance with Ordinance 99-44 and this Administrative Order.

E. Contract means an agreement for services covered by Ordinance 99-44 involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust.

F. Contracting officer means the Department of Procurement Management and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.

G. County means the government of Miami-Dade County or the Public Health Trust.

H. Covered employee means anyone employed by any service contractor, as further defined in Ordinance 99-44, either full or part time, as an employee with or without benefits that is providing covered services pursuant to the service contractor's contract with the County.

I. Covered employer means any and all service contractors and subcontractors of service contractors providing covered services. Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:

(1) the service contractor is paid in whole or in part from the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, for contracted covered service whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; and

(2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or

(3) the service contractor is a GASP permittee at Miami International Airport.

J. Covered services are services purchased by the County that are subject to the requirements of the Living Wage Ordinance which are one of the following:

(1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over \$100,000 per year for the following services:

(i) food preparation and/or distribution;

(ii) security services;

(iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;

(iv) clerical or other non-supervisory office work, whether temporary or permanent;

(v) transportation and parking services including airport and seaport services;

(vi) printing and reproduction services; and,

(vii) landscaping, lawn and/or agricultural services

(2) GASP Permittee - Any covered service that is provided by a GASP permittee at Miami International Airport without reference to any contract value.

(3) Services Performed by County Employees - Should any services that are being performed by County employees at the time Ordinance 99-44 was enacted be solicited in the future by the County to be performed by a service contractor, such services shall be covered subject to this Ordinance regardless of the value of the contract and language requiring same shall be inserted into any implementing legislation.

K. Debar means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, not to exceed five (5) years, pursuant to section 10-38 of the Code of Miami-Dade County.

L. Living wage means the minimum hourly pay rate with or without health benefits health benefits as further described in Ordinance 99-44.

M. Living Wage Commission means a fifteen person commission established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage Ordinance, reviewing certifications submitted by covered employers, reviewing quarterly reports on complaints filed by employees and making recommendations to the County Mayor and Commission.

N. Project manager means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.

2. MINIMUM WAGES AND POSTING OF INFORMATION

A. All covered employees providing service pursuant to the service contractor's contract with the County shall be paid a living wage of no less than \$10.69 per hour with \$1.55 per hour for health benefits, as described in this section, or otherwise \$12.24 per hour regardless of any contractual relationship which may be alleged to exist between the contractor and such employees. The covered employer may comply with the living wage provision by choosing to pay no less than the specified hourly wage rate when said employer also provides health benefits, such health benefits shall consist of at least \$1.55 per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of such benefits must be submitted to the applicable department to qualify for the wage rate for employees with health benefits.

B. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account. The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.

C. Covered employers must post in a visible place on the site where such contract work is being performed, a notice specifying the (1) wages/benefits to be paid; (2) the amount of liquidated damages for any failure to pay such specified combined overall hourly wage rate and benefits; and (3) the name and address of the responsible official in Miami-Dade County to whom written complaints should be sent. Posting requirements will not be required where the employer prints the following statements on the front of the covered employee's paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole. Any written complaints of underpayment should be filed with the Director of the Department of Business Development, 175 Northwest First Avenue, 28th Floor, Miami, FL, 33128, (305) 349-5960.

D. Covered employers must refrain from terminating or otherwise retaliating against an employee performing work on the contract even though a complaint of practices prohibited by Ordinance 99-44 has been filed by the employee or other investigative or enforcement action is being taken regarding such service contractor.

3. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. In the event of any underpayment of required wage rates, the contractor shall be liable to the underpaid employee for the amount of such underpayment within thirty (30) days of the findings of violation. Covered employers found to be in violation of the requirements of Ordinance 99-44 shall be required to pay liquidated damages of \$500 to the County for each employee of the covered employer, who performs any portion of the contract work for each

week, or portion thereof, that is paid less than the specified living wage rate and health benefits. Written request for appeals of violations must be filed with compliance officer within ten (10) days of receipt of the violation.

B. Any wages not collected by underpaid employees shall be remitted, by the employer responsible for paying the wage debt, to the Department of Business Development (DBD) for depository into the DBD Trust Fund. Proceeds from the "Trust Fund" shall be held for one (1) year and if not claimed by the underpaid employee, shall be transferred to the State of Florida.

C. The County may withhold from service contractor any moneys payable on account of work performed under the contract, such sums as may be determined to be necessary to satisfy any liabilities for unpaid wages and penalties as provided herein. In order to preserve the rights of the affected workers under Ord. 99-44, the project manager may withhold or cause to be withheld from the service contractor under this agreement so much of the accrued payments or advances as may be considered necessary to pay employees of the covered employer the full amount of wages required by the contract. In the event of failure to pay any covered employee, employed or working on the project, all or part of the wages required by the contract, the project manager may, after written notice to the service contractor, take such action as may be necessary to cause the suspension of any further payment, until such violations have ceased. The withheld monies shall be remitted to the covered employee only in accordance with the provisions of Section 6, "Complaints and Hearings; Contract Termination and Debarment".

D. In addition to the payment of penalties and backwages, repeat offenders may be debarred from doing business with the County for a period of up to five years and/or have their contracts terminated.

4. PAYROLL; BASIC RECORDS; REPORTING

A. Each covered employer shall maintain payrolls for all covered employees and basic records relating thereto and shall preserve them for a period of three (3) years. The records shall contain: the name and address of each covered employee, the job title and classification, the number of hours worked each day, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; a record of health benefit payments including contributions to approved plans; and any other data or information the Living Wage Commission or compliance officer should require from time to time.

B. The service contractor shall provide a certificate to the applicable department, with every invoice or requisition for payment, that includes the name, address, and phone number of the covered employer, a local contact person, and the specific project for which the service contract is sought; the amount of the contract and the applicable department the contract will serve; a brief description of the project or service provided; a statement of the wage levels for all employees; and a commitment to pay all employees a living wage as set forth in the contract specifications; and the name and social security number of every employee that provided service for that requisition for payment.

C. The covered employer shall submit the information required hereunder every six (6) months, to the applicable department a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.

D. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees fired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.

E. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for debarment. The service contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

5. SUBCONTRACTS

The service contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The service contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision.

6. PROCEDURES FOR APPEAL THROUGH ADMINISTRATIVE HEARING OFFICER PROCESS; CONTRACT TERMINATION AND DEBARMENT

A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A.

B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:

- 1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;
- 2) The penalties assessed;
- 3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,
- 4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.

C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.

D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit the list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to

grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.

E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Ordinance 99-44. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Ordinance 99-44,

F. In addition to the payment of penalties and back wages, the County Manager may debar, for a period not to exceed five (5) years, a service contractor or subcontractor and the principal owners and/or qualifying agents thereof found to have violated the requirements of Ordinance 99-44 a second time. If the County Manager determines a covered employer failed to comply with these provisions a third time, the non-complying covered employer's service contract with the County may be terminated.

G. The County Manager may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Manager may order debarment as described above.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract and may be grounds for termination of the contract, and for debarment, and any other remedies available to the County.

ARTICLE 30. ADMINISTRATIVE CHARGES

Failure to complete the project in accordance with the Scope of Services and to the satisfaction of the County within the time stated shall cause the Contractor to be subject to administrative charges in the amount listed below for each and every calendar day the Work remains incomplete. As compensation due the County for loss of use and for additional costs incurred by the County due to such non-completion of the Work, the County shall have the right to deduct the said administrative charges from any amount due, or that may become due to the Contractor under this Agreement, or to invoice the Contractor for such charges if the costs incurred exceed the amount due to the Contractor.

Failure to meet schedule

- A. Failure to establish office and equipment yard in accordance with this Agreement at least 15 days prior to initiation of Services shall result in a charge of \$5,000 per day.
- B. Failure to deploy to the equipment yard in Miami-Dade County the Collection vehicles needed to provide Collection service in accordance with the Transition Plan established by agreement between the County and the Contractor under separate cover, which shall occur within five business days after the execution of this Agreement, shall result in a charge of \$5,000 per week.

Service Complaints

Service complaints if not remedied pursuant to Article 45 shall result in a charge of \$100 for each house missed.

During the Transition Period only, as stated in the Transition Plan, as defined in Appendix A, the charge for a Service Complaint shall be \$50 if not resolved within 48 hours of the Contractor's

receipt of the Service Complaint.

Delivery of Recyclables collected in the Service Area to other than a Designated Facility

First occurrence during Term of Agreement - \$1,000.00 charge

Second and subsequent occurrences during Term of Agreement - \$2,000.00 charge.

Changing Routes without Proper Notification of County

Changing a route without notification of County with 15 days prior to such change will result in a \$1,000.00 charge per incident.

Failure to Clean Up Spillage

Failure by the Contractor to clean up within 24 hours spillage of any material falling from the Contractor's vehicles will result in a \$2,500.00 charge per day, per incident.

Failure to deliver required information and reports by the required date shall result in a charge of \$500 for each incident

Other Infractions

The Contract Manager may also levy charges for all other infractions of this Agreement at \$250.00 per day per incident, beginning with the fifth reported incident, without regard to the percentage of customer complaints including:

1. Failure to provide clean, safe and sanitary vehicles/equipment
2. Failure to maintain office hours as required
3. Operator not licensed
4. Vehicle not licensed
5. Vehicle failure to display required information
6. Failure to submit service change notice to Project Manager
7. Collection employees out of uniform
8. Speeding upon conviction
9. Failure to collect Recyclable Materials for any Household which has been missed more than three times per calendar year
10. Failure to respond to complaints in a timely and appropriate manner
11. Failure to repair damage to property caused by the Contractor, including agents, employees or subcontractors, within one week or to commence within one week
12. Failure to notify the County prior to extending normal work hours to complete a route
13. Failure to notify the County of an accident involving a collection vehicle or a driver

County Repair of Damage

In the event the Contractor fails to repair damages caused by the Contractor within the period of time provided within this Agreement, the Project Manager may arrange for the repairs and impose administrative charges to the Contractor for the cost of the repairs, plus an administrative charge of \$500 for each repair.

Deduction of Administrative Charges from Payment to Contractor

The Project Manager will notify the Contractor in writing of the County's intent to deduct any administrative charges from payments due or to become due to the Contractor for services provided under this Agreement. The Project Manager shall provide to Contractor an itemized list of each instance in which Contractor failed to meet the Service Standards specified in this Agreement, including the nature of the failure, date, time, location, and any other available and applicable information. Such itemized list will be provided to the Contractor monthly, and shall include all failures to perform within the standards of this Agreement within forty-five days of the occurrence.

Due Process – Contractor's Right to Contest Administrative Charges

In the event the Contractor wishes to contest such Administrative Charge, it shall, within ten calendar days after receiving such notice, request in writing an opportunity to be heard by the Project Manager and present its explanation and any basis on which the Contractor believes any recorded failure to perform within the standards of this Agreement is inaccurate. The Project Manager shall notify the Contractor in writing of any action taken with respect to the Contractor's claim. Contractor may further appeal, in writing, the decision of the Project Manager, to the Director of the Department. Contractor may further appeal the decision of the Director of the Department, through the Director of the Department, to the County Manager, and the decision of the County Manager will be final.

ARTICLE 31. BUSINESS APPLICATION AND FORMS

Business Application The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS**Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter

(1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

- b) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of

the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Except as may be required or permitted by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this Agreement, if, during the Term of this Agreement, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

ARTICLE 39. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)**a) User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 41. COUNTY'S PROJECT MANAGER

The County shall appoint a Project Manager who shall be the primary representative of the County for purposes of administering this contract. The County shall also appoint a Deputy Project Manager to act for the Project Manager in her or his absence.

ARTICLE 42. RIGHT TO REQUIRE PERFORMANCE

The failure of the County at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the County thereafter to enforce the same. Nor shall waiver by the County of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself.

ARTICLE 43. LEGAL REQUIREMENT FOR POLLUTION CONTROL

It is the intent of these Specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This Ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the Contractor through the Department of Environmental Resources Management (DERM), 33 SW 2nd Ave., Miami, Florida, 33130, Telephone (305) 372-6789.

ARTICLE 44. SEVERABILITY

Certain provisions of this Agreement are vital to the relationship of the Contractor and the County. Should any material word, sentence, phrase, or other provision of these sections of the Agreement be stricken by a court of competent jurisdiction, or the occurrence of any court rendering any provision of the Agreement void, the County shall have the right to terminate this Agreement.

For any other provisions of the Agreement, the invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any such void provision shall be deemed

severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. As to these other provisions, the parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

ARTICLE 45. PERFORMANCE STANDARDS

In addition to adhering to the Scope of Services, Appendix A, the Contractor shall provide Services in accordance with the following standards:

Deliver Collection route maps and estimated number of Households in each route to the Project Manager at least 15 days prior to initiation of Services.

Establish office and equipment yard at least 15 days prior to initiation of Services.

Deploy to the equipment yard in Miami-Dade County the Collection vehicles needed to provide Collection Services in accordance with Article 30.

Service Complaints

All complaints received by the Contractor or Project Manager and reported to the Contractor shall be resolved to the satisfaction of the Customer and the Project Manager within 24 hours of the Contractor's receiving the complaint. Customer informational requests or Recycling Container requests shall not constitute complaints. Service complaints may include but are not limited to the following:

Throwing of Recycling Containers

Damage to Recycling Containers

Failure to collect Recyclable Materials on schedule

A complaint not resolved in accordance with the terms of this Agreement shall be treated as an infraction for the purposes of Article 30.

Recyclables shall be delivered to a Designated Facility.

Contractor shall not change any route without proper notification to the County.

Contractor shall clean up all spillage required to be cleaned up in accordance with Article 30.

Contractor shall complete each collection route on the regularly scheduled day.

Contractor shall provide the following information and reports to the County in accordance with the corresponding requirements:

Information required in Scope of Services

Vehicle tare weights

Permits and licenses

All other information and reports required to be provided to the County

The Contractor must also meet the following requirements:

Provide clean, safe, sanitary equipment

Maintain office hours as required

All vehicles must be licensed

All vehicles must display required information

Contractor shall provide documents and reports in a timely and accurate manner
Contractor must clean any spillage
Contractor must repair damage of property caused by Contractor
Contractor must maintain clean vehicles
Operators may not exceed the speed limit
Contractor must submit service change notice to Project Manager
Contractor may not fail to collect Recyclable Materials from any Household more than three times per calendar year
Contractor must respond to complaints in a timely and appropriate manner
Contractor must repair damage to property caused by Contractor, including agents, employees or subcontractors, within required period of time.

ARTICLE 46. FORCE MAJEURE

Neither party shall be liable in any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, hurricanes, earthquakes, tornadoes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, labor actions, and governmental actions that prevent the Contractor from performing for a finite period of time. Labor dispute, including strikes and slowdowns by Contractor's labor force is not a Force Majeure.

ARTICLE 47. SURVIVAL

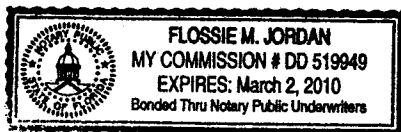
The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor
By: [Signature]
Name: YAHÉ GABRIEL
Title: REGIONAL Vice-President
Date: July 3, 2007
Attest: [Signature]
Corporate Secretary/Notary Public

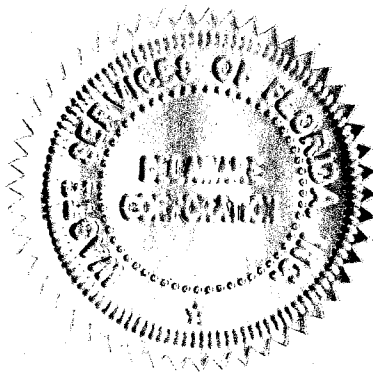
Miami-Dade County
By: _____
Name: _____
Title: _____
Date: _____
Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal



Approved as to form
and legal sufficiency

Assistant County Attorney





Ivan R. Cairns
Executive Vice President and General Counsel

July 3, 2007

TO WHOM IT MAY CONCERN

Re: *Waste Services of Florida, Inc.
County of Miami-Dade, Contract #545A*

This letter is to confirm that Vahe Gabriel is the authorized agent of Waste Services of Florida, Inc. with authority to execute and submit all documents required in connection with the above-noted matter.

Waste Services, Inc. and Waste Services of Florida, Inc.

By:

A handwritten signature in cursive script, appearing to read "Ivan R. Cairns", is written over a horizontal line.

Ivan R. Cairns
Executive Vice President & Corporate Secretary

APPENDIX A

1.0 REQUIREMENTS AND SERVICES TO BE PROVIDED

The Contractor shall provide bi-weekly (once every two weeks) single stream curbside recycling collection and hauling services to County residents and municipalities as stated herein. The Contractor shall haul all Recycling Materials collected to transfer stations or recycling center(s) as stipulated in Attachment 1 to this Appendix A and as hereinafter referred to as "Designated Facility". The County will provide Households with one 64 gallon rolling cart or by exception one 95 gallon rolling cart. The Contractor shall transition from the current dual stream collection process to the single stream process based upon the schedule stated in the Transition Plan. A Transition Plan in accordance with the requirements of Attachment 1 to Appendix A will be established by agreement between the County and the Contractor under separate cover, which shall occur within five business days after the execution of this Agreement that will determine the schedule of transitioning from the current dual stream process to a single stream process. This Transition Plan will also address Service Complaints during the Transition Period. If the County and Contractor cannot agree on a Transition Plan within the stipulated time, this Agreement will be null and void. The Contractor shall assume total responsibility for the Services the Contractor provides, as outlined herein. The Contractor shall adhere to all directives as mandated by the County.

A. Objective

The Contractor's objectives include collection of all Recyclable Materials (as stipulated in Attachment 2 to this Appendix A) or as may be amended by letter to the Contractor, and transporting recyclable materials from the County's Service Area, including municipalities, to Designated Facilities and to provide proper and responsible customer services to the Residents.

6 Curbside Collection Requirements – Collection and Hauling

In addition to the approximately 320,000 households in the County Service Area (a map of the service area is Attachment 3 to this Appendix A), the Contractor shall provide curbside recycling collection services to approximately 23,000 municipal household as follows: El Portal, Florida City, Medley, Miami Beach, Miami Springs, N. Bay Village, Opa-Locka, South Miami, Surfside, Virginia Gardens, and West Miami ("Participating Municipalities"). Households shall be defined as those in the County's Service Area and in the Participating Municipalities. Service Area shall be defined as the County's Service Area and the service area of all Municipalities participating in the County's Recycling Program (Participating Municipalities).

The Contractor shall deliver only material properly collected from Households from County designated containers, limited to one container per Household to the Designated Facilities. Any disputes occurring from the delivery of Recyclable Materials to the Designated Facilities between the Contractor and the County's Third Party Recycler shall be handled by these two parties without intervention from the County. The Contractor shall contact the County's Project Manager only when all reasonable possibilities of a resolution are exhausted.

If there are any additions or deletions to the list of Participating Municipalities the County

shall advise the Contractor in written form. The County will advise the Contractor within 30 days of the occurrence.

The Contractor shall:

1. Provide the same level of service to all Households within the Service Area.
2. Transition rapidly and in accordance with the schedule stated in the Transition Plan in order to minimize service disruption and avoid diminishing the quality of service to residents.
3. Place in service all new collection vehicles according to the Transition Plan.
4. Maintain all collection vehicles in good working and aesthetic condition (based on best commercial practices of businesses in the refuse industry).
5. Present on a monthly basis, within ten days of the end of the preceding month, all Weight Tickets collected at the Designated Facilities and an Excel Spreadsheet listing all the transaction occurring in the preceding month to the County's Project Manager.

7 Deliverables/Reports

The Contractor shall provide Documents and Reports in the format requested by the Project Manager and such Documents and Reports shall be delivered to the County in an accurate manner. All reports are due to the County within ten (10) days of the last day of the cycle for which the Document/Report is due (monthly or annually). The County shall have final approval authority for all documentation and reports.

1. Annual Curbside Recycling Program Manual starting November 1, 2007.

Provide a description manual that fully illustrates the program's structure, operation and process.

2. Monthly Performance Reports

Provide monthly performance reports.

3. Annual State of Recycling Reports

Provide annual reports of the ongoing state, performance, and evolving trend of recycling in the County's service area and the recycling industry in general. This annual "State of Recycling" report must include, but is not limited to:

- a. Household participation and changes in participation.
- b. Changes in the service area due to participation of additional cities, and growth in County service area.
- c. Customer service initiatives, complaint volume, and complaint management.
- d. Green initiatives, pollution and environmental protection actions undertaken.
- e. The inventory, condition and age of the vehicle fleet. Specifically, the Contractor shall provide actual mileage of vehicles. Odometers must be kept in good operating order. The Contractor shall make all service records on all vehicles used to provide Service, available for inspection by the County.

- f. Use of subcontractors, if any. County must previously approve in writing all subcontractors utilized by the Contractor.
- g. Issues for discussions with the County.
- h. Company audits and financial condition.
- i. Report of all Administrative Fees charged and their status (paid or unpaid).

D. Vehicles and Equipment

The Contractor shall introduce at a minimum 25 new vehicles as it transitions to the single stream process and as per the schedule stated in the Transition Plan (See item K, below) and shall have on hand at all times and in good working order such vehicles and equipment as shall permit the Contractor to adequately and efficiently perform the contractual duties specified in this Agreement.

1. Recyclable Collection Vehicles

Each collection vehicle must comply with applicable U.S. Environmental Protection Agency standards, meet industry standards, be licensed and be approved by the Project Manager.

2. Condition of Equipment

All vehicles and auxiliary equipment shall be kept clean, sanitary, safe, and in good repair at all times of service. During service, vehicles shall not emit excessive odor, shall not discharge fluids, shall not emit visible air emissions, shall comply with all applicable noise ordinances and laws, and paint on vehicles shall be maintained.

3. Spills of Fluids/Damages

The Contractor shall be responsible for an immediate response to spilled fluids and any damage caused by the Contractor in accordance with Miami-Dade County ordinances.

4. Vehicle Identification

Vehicles and large equipment (pick-up trucks and similar) utilized by the Contractor to provide Services hereunder shall be clearly identified in a manner approved by the Project Manager with the Contractor's name, phone number of the Contractor's local office, truck number, and tare weight, which shall be determined by the County. At the time the County establishes the tare weight, the vehicle may have no less than one-half tank of fuel as indicated by the fuel gauge.

Should the County exercise the seven year option to renew; the County will require that the Contractor provide all new vehicles, within six months of the renewal period.

E. Recycling Containers

The County is responsible for providing recycling containers to Households.

F. Recyclable Collection Routes

At least 15 days prior to initiation of Service, the Contractor shall provide the Project Manager with a collection route packet, subject to the following specifications:

Route Packet Specifications – A complete set of collection route street maps (one route per map), individually numbered in sequence geographically from north to south, inclusive of the entire area serviced by the Contractor for curbside collection of recyclable materials, participating municipalities included, at a scale not smaller than 1 inch to 0.075 mile.

Each route map shall identify each street, avenue, etc., indicate the day the route is scheduled for collection and the current number of Households on the route. The Contractor shall provide prior notification by mail to the County before any change to the collection route schedule. The Contractor shall also provide revised route maps to the Project Manager within 15 days of any change in the routes, including collection schedule. All changes in routes must be approved by the Project Manager before commencement. A current collection route packet shall be included as an attachment to the annual State of Recycling report.

G. Contractor Personnel

The Contractor shall ensure that during operation, collection personnel:

2. Perform in a safe, proper and effective manner, abiding by all applicable regulations.
3. Wear a uniform bearing the company's name/logo and maintain a neat and professional appearance.
4. Each driver of a collection vehicle shall carry a valid Florida driver's license for the type of vehicle that is being driven.
5. Treat all Customers in a polite and courteous manner.
6. Employees shall not accept gratuities for any reason whatsoever from residents, tenants or other persons.

Violation of the above is subject to the removal provision in Article 11 of the base Agreement.

H. Permits and Licenses

The Contractor shall possess or be capable of obtaining the necessary licenses required to meet Local, State, and Federal requirements for providing such service in Miami-Dade County, prior to providing any Services.

I. Service Complaints

All complaints received by the Contractor or Project Manager and reported to the Contractor shall be responded to in a timely and appropriate manner as stated in the Agreement.

6 Administrative Charges

Failure to complete any program tasks and services in accordance with the specifications and to the satisfaction of the County shall cause the Contractor to be subject to administrative charges, as stated in the base Agreement Article 30.

K. Transition

The Contractor shall transition from the current dual stream process to the single stream process based on the schedule provided in accordance with the Transition Plan as further detailed in Attachment 1 of this Appendix A. Once rolling carts are in place in a particular zone in accordance with the Transition Plan, the Contractor shall deliver all recyclable material from that particular route to the County's Designated Facility.

L. Additional Services

Notwithstanding the requirements stated above, Contractor may submit ideas for County consideration which can include any of the additional services described in this Section. The Contractor may enter into partnerships to perform the Services.

1. Implementing an easy-to-use drop-off program,
2. Processing clean yard trash into mulch
3. Increasing multi-residential recycling

7 Implementing an easy-to-use drop-off program

In many communities, residents can bring recyclable materials to neighborhood drop-off centers at no charge. In Miami-Dade County, used white goods are accepted at neighborhood Trash and Recycling Centers across the County.

To achieve the County's recycling goals, the Proposer may submit a proposal to implement a drop-box program to include one or more of the following, keeping in mind that one or more recyclable material types can be collected:

- County Trash and Recycling Centers
- County government buildings
- County parks
- County events
- High density commercial areas
- Partnerships with commercial establishments
- Partnerships with schools, community groups, or non-profits.

2. Processing clean yard trash into mulch

Processing clean yard trash into mulch is considered recycling by State legislation. A proposal to collect and process yard waste into mulch and offer a component of this mulch to residents may be submitted.

8 Increasing multi-residential recycling

County legislation (Exhibit B, County Code Chapter 15) requires that multi-residential units contract with licensed haulers to recycle newspaper, glass, aluminum cans, steel cans, and plastics. Although County enforcement efforts are limited, offering collection services at competitive rates may increase participation and overall recycling levels.

Attachment 1 to Appendix A

Designated Facilities:

The four transfer/recycling stations (Designated Facility) are as follows:

- (1) Hialeah Transfer Station 5000 NW 37th Ave., Hialeah, FL)
- (2) Davie Delta Recycling (3250 Fields Road, Davie, FL)
- (3) – Delta Recycling Homestead (11695 SW 328th St., Homestead, FL); and,
- (4) Reuter Recycling – (Southwest Broward – 20701 Pembroke Road, Pembroke Pines, FL).

The County reserves the right to change these locations and if it does the County will advise the Contractor as soon as reasonably possible.

Transition Plan

The Transition Plan shall contain at a minimum the following schedule of events:

Time Line for Year 2007	Contractor provides New Vehicles in Service	County obtains 64- gallon Carts with Households	Designated Facilities through third Party Contractor Available for Delivery of Recycling Material	Contractor Transitions from dual to single stream per following Areas
Oct 1			Reuters	
Oct 8			NE Broward	
Oct 15				
Oct 22		20,000	Hialeah	
Oct 29	2	20,000		
Nov 5	2	20,000		Zone 1
Nov 12	2	20,000		
Nov 19	2	15,000		Zone 2
Nov 26	2	15,000		Zone 3
Dec 3	3	15,000		
Dec 10	3	15,000	Homestead	Zone 4
Dec 17	3	15,000		Zone 5
Dec 24	3	15,000		
Dec 31	3	0		Zone 6
	25 New Vehicles	170,000 Carts	4 Designated Facilities	6 Zones

The Contractor shall provide copies of contracts with the vehicle manufacturer(s) along with the Transition Plan.

Attachment 2 to Appendix A

List of Recyclable Materials

Recyclable Materials:

- Aluminum food and beverage containers
- Glass food and beverage containers - brown, clear, or green
- Ferrous (Iron) cans
- PET plastic containers with the symbol #1 - narrow neck containers only
- HDPE natural plastic containers with the symbol #2 - narrow neck containers only (milk and water bottles)
- HDPE pigmented plastic containers with the symbol #2 - narrow neck containers only (detergent, shampoo, bleach bottles, etc. without caps)
- Aseptic containers (gable top cartons)
- Plastics with symbols #3, #4, #5, #6, #7-narrow and screw top containers
- Mixed Residential Paper - Mixed residential paper consists of a mixture of various qualities of paper not limited as to type of fiber content - acceptable fibers include:
 - Newsprint
 - Old corrugated cardboard
 - Magazines
 - Catalogs
 - Cereal boxes
 - Telephone books
 - Printer Paper
 - Copier Paper
 - Mail
 - All other office paper without wax liners

Attachment 3 to Appendix A

Map

Provided under separate cover.

Contract No. 545B

THIS AGREEMENT made and entered into as of this ____ day of _____ by and between Waste Management Inc. of Florida, a corporation organized and existing under the laws of the State of Florida, having its principal office at 1001 Fannin, Suite 4000, Houston, TX 77002 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to accept Incoming Materials from the County's Third Party Curbside Recycling Collection and Hauling Contractor ("Third Party Contractor") that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 545 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated March 9, 2007 hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to utilize the Contractor's Services in connection with the County's Recycling Program, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 545 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative.
- d) The word "Contractor" to mean Waste Services of Florida, Inc. and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all reports, documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words Education and Promotions Program to mean a program established by the County with assistance from the Contractor on how to educate residents on the values of recycling.
- i) The words "Extra Work" or "Change Order" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- j) The words "Incoming Material" to mean all material delivered to the Contractor from County acceptable containers, in accordance with applicable laws pertaining to recyclable materials, by the County and/or the County's third party contractor.
- k) The words "Materials Recovery Facility" (MRF) to mean facility where Incoming Materials are separated and packaged for future use.
- l) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.
- m) The words "Rejects and Residue" are material collected by the Third Party Contractor that is not recyclable material.
- n) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- o) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or

corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

- p) The words "Transition Period" shall mean the time during which the County is transitioning from its current weekly dual stream process to a bi-weekly single stream process, which time shall end no later than December 31, 2007, unless reasonably extended by the County.
- q) The words "Weight Ticket" to mean a document presented to the driver of a vehicle delivering Incoming Materials to the Contractor, with a copy forwarded to the County, stating the number of tons of Incoming Materials delivered to the Contractor for each delivery to the Designated Facility.
- r) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No. 545 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) The Contractor shall provide the Services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- b) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract.

All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

- d) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a law, or policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes. The Contractor and County shall agree to an adjustment in price or a limitation on the scope of the implementation of the change.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective (Effective Date) on first day of the month following approval of this Agreement by the Board of County Commissioners. The Effective Date shall initiate the Transition Period during which time the Contractor shall (a) provide any necessary insurance and/or other documentation to the County as may be stated in this Agreement, and (b) take any and all necessary actions to provide Services as stated in Appendix A. This Agreement expires on December 31, 2014.

The Contractor understands and agrees that during the Transition Period the County's incumbent curbside recycling contractor, while still utilizing the dual stream process, is not required to haul Incoming Material to the Contractor. Upon the termination of the Transition Period all of the County's curbside Incoming Materials shall be delivered by to Contractor.

The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for one (1) additional seven (7) year period. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and any option to renew, and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

- a) to the Project Manager:

Miami-Dade County
Department of Solid Waste Management
2525 NW 62nd Street, 5th Floor
Miami, Florida 33147
Attention: Director
Phone: (305) 514-6628
Fax: (305) 514-6886

and,

- b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Waste Management Inc. of Florida
2125 NW 10 Court
Miami, Florida 33127
Attention: Mr. Alex Gonzalez, Gov't Affairs Director
Phone: (305) 525-5953
Fax: (305) 326-0247
E-mail: agonzalez@wm.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. REVENUES TO THE COUNTY FOR INCOMING MATERIALS

The Contractor shall pay to the County \$10 per ton for 95% of all Incoming Materials by weight from County approved recycling containers delivered to the Contractor by the County or the County's Third Party Contractor. The Contractor has the right to advise the County in the instance that an abnormal amount of Incoming Material is non-recyclable. In that event the County will address this matter with the Third Party collections and hauling contractor to attempt to resolve this matter. The County will provide communications information to its Households (Residential Homes) to advise them of what materials are considered recyclable materials, as further defined in Appendix A, as may be amended.

Beginning on January 1, 2009 and annually thereafter through the final year of Contract, the per ton unit price paid by the Contractor to the County shall be adjusted by the percent change in the U. S. Bureau of Labor Statistics Consumer Price Index (CPI), All Urban Consumers, South Urban, All items, annual average during the previous Service Year, up to a maximum of 3% per year. Each adjustment shall be in effect for the following 12-month period.

Credit to Contractor for Disposal of Rejects and Residue Allowance

Amount of Rejects and Residue in tons – from scale house at Designated Facility(ies) or Materials Recovery Facility and copies of Weight Tickets or other documentation acceptable to the County showing amount of Rejects and Residue delivered to County Disposal Facility(ies)

Rejects and Residue Allowance amount in tons - Up to a maximum of five percent of Incoming Materials delivered to the Contractor by the County or the Third Party Contractor in any given monthly period.

Contract Tipping Fee

Amount of credit to Contractor – Rejects and Residue Allowance (not to exceed 5% of Incoming Materials) multiplied by the County's then current tipping fee per ton.

Note: If copies of Weight Tickets or other documentation showing disposal of Rejects and

Residue Allowance at County Disposal Facility is not provided, Contractor will be credited on the basis of a tipping fee of \$15 per ton, up to a maximum of 5% of Incoming Materials delivered to the Contractor by the County or the Third Party Contractor in any given monthly period.

ARTICLE 8. EDUCATION AND PROMOTION CONTRIBUTION

The Contractor shall pay a sum of \$525,000.00 dollars as a contribution towards the County's Recycling Education and Promotion Program. This amount is non-refundable, regardless of the length of this Agreement and shall be due within thirty days of the Effective Date of this Agreement. In the event that the County exercises the option to renew this Agreement in accordance with Article 5, above, the County will include an additional lump sum amount (escalated for the completed seven year period) as part of any negotiations that may transpire, for the County's Recycling Education and Promotion Program.

ARTICLE 9. METHOD AND TIMES OF REMITTING PAYMENT TO COUNTY

The Contractor shall remit payment to the County for Incoming Materials in accordance with Article 7, above, once per month based on all Weight Tickets issued during the previous month and is due to the County by the fifteenth day of the following month. All payments made to the County shall be taken from the books of account kept by the Contractor, shall be supported by copies of Weight Tickets, shall show the County's contract number, and shall have a unique remittance document number assigned by the Contractor.

Remittance documents and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
2525 SW 62 Street – 5th Floor
Miami, Florida 33147
Attention: Accounting Division

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall, furnish to Miami-Dade County, Department of Procurement Management, RFP Section, 111 N.W. 1st Street, Suite 1375, Miami, Florida 33128-1974, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of the Department of Procurement Management, as the certificate holder, must appear on the certificate of insurance.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the

Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall accept all Incoming Materials from the County's Third Party Contractor and shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. In the instance that the County or its Third Party Contractor delivers materials to the Contractor that contains more than reasonably acceptable amount of non recyclable material, the Contractor shall attempt to settle such dispute(s) without requesting intervention by the County. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the reasonable request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. In such event, the County will advise the Contractor in writing and the Contractor shall advise the County if it cannot for legal reasons remove such employee, and in that event the Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its reasonable discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner reasonably consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws,

statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

- g) In the event that this Agreement causes the closing of the MRF of the County's Third Party collection and hauling contractor, the Contractor agrees to use all reasonable best efforts to provide job opportunities for any displaced staff of the closing facility.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. RESOLUTION OF DISPUTES

Any and all disputes or disagreements arising out of this Agreement, taking into consideration the requirement on the Contractor as stated in Appendix A (1.0, C), shall be subject to the decision of the Project Manager, with right of the Contractor to appeal to the Director of the Department or Department's designee. Contractor may further appeal to the County Manager through the Director of the Department of Procurement Management or Director's designee. The decision of the County Manager shall be final and binding. During any dispute, the Contractor shall continue to render full compliance with this Agreement regardless of the nature of the dispute, unless the County specifically notifies the Contractor otherwise.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense upon notice to the Contractor defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and



County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor.

ARTICLE 17. AUDITS

The Contractor agrees that the County or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, and shall only address those transactions related to this Agreement. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. If disapproval is not received within such ten (10) day period, such request shall be deemed approved.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of

the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
 - i. portion of the Services completed in accordance with the Agreement and the Work Order up to the Effective Termination Date; and
 - ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and Work Order and has been specifically developed for the sole purpose of this Agreement Work Order but not incorporated in the Services.
- f) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

- a) An Contractor Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
 - i. the Contractor has not accepted Incoming Materials at Designated Facility during Hours of Operation.
 - ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled staff personnel to accept Incoming Materials in a reasonable time period;
 - iii. the Contractor has failed to make prompt payment to the County or any subcontractors or suppliers for any Services;
 - iv. the Contractor fails to pay Administrative Charges, as stipulated in Article 30 below;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

- v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may impose additional administrative charges to those addressed in Article 30 below, for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:
- i. treat such failure as a repudiation of this Agreement;
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable materials, products, documentation, reports and data belonging to the County.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If a Contractor Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County shall wherever reasonable in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If a Contractor's Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for procurement of Services, including procurement and administrative costs; and,
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's

default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), the Environmental Protection Agency, and the National Fire Protection Association (NFPA).

ARTICLE 28. LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR

The Contractor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in this Agreement, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and reasonable approval of the County's Project Manager.

ARTICLE 29. Not Applicable**ARTICLE 30. ADMINISTRATIVE CHARGES**

The Contract Manager may levy charges for infractions of this Agreement at the amounts listed below per day, per incident:

1. Failure to maintain Hours of Operation to accept Incoming Materials as stipulated in the Agreement - \$2,500.
2. Failure to provide documents and reports in a timely and accurate manner - \$250.00.

Payment of Administrative Charges by Contractor

The Project Manager will notify the Contractor in writing of the County's intent to apply Administrative Charges as stated in this Article 30 and will attach an invoice for payment to the County. Failure to pay Administrative Charges as stated herein shall be a cause for default.

Contractor's Right to Contest Administrative Charges

In the event the Contractor wishes to contest such Administrative Charge, it shall, within ten calendar days after receiving such notice, request in writing an opportunity to be heard by the Project Manager and present its explanation and any basis on which the Contractor believes any recorded failure to perform within the standards of this Agreement is inaccurate. The Project Manager shall notify the Contractor in writing of any action taken with respect to the Contractor's claim. Contractor may further appeal, in writing, the decision of the Project Manager, to the Director of the Department. Contractor may further appeal the decision of the Director of the Department, through the Director of the Department, to the County Manager, and the decision of the County Manager will be final.

ARTICLE 31. BUSINESS APPLICATION AND FORMS

Business Application The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for

Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS
Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena

witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".

- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or

affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

ARTICLE 39. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and

Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

This provision shall not apply to PHI which may be included in Incoming Material.

ARTICLE 40. Not applicable

ARTICLE 41. COUNTY'S PROJECT MANAGER

The County shall appoint a Project Manager who shall be the primary representative of the County for purposes of administering this contract. The County shall also appoint a Deputy Project Manager to act for the Project Manager in her or his absence.

ARTICLE 42. RIGHT TO REQUIRE PERFORMANCE

The failure of the County at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the County thereafter to enforce the same. Nor shall waiver by the County of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself.

ARTICLE 43. LEGAL REQUIREMENT FOR POLLUTION CONTROL

It is the intent of this Agreement to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This Ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the Contractor through the Department of Environmental Resources Management (DERM), 33 SW 2nd Ave., Miami, Florida, 33130, Telephone (305) 372-6789.

ARTICLE 44. SEVERABILITY

Certain provisions of this Agreement are vital to the relationship of the Contractor and the County. Should any material word, sentence, phrase, or other provision of these sections of the Agreement be stricken by a court of competent jurisdiction, or the occurrence of any court rendering any provision of the Agreement void, the County shall have the right to terminate this Agreement.

For any other provisions of the Agreement, the invalidity, illegality, or unenforceability of

any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any such void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. As to these other provisions, the parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

ARTICLE 45. FORCE MAJEURE

Neither party shall be liable in any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, hurricanes, earthquakes, tornadoes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions that prevent the Contractor from performing for a finite period of time. Labor dispute, including strikes and slowdowns, is not a Force Majeure.

ARTICLE 46. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: John Casagrande

By: _____

Name: John Casagrande

Name: _____

Title: Vice President

Title: _____

Date: 2/3/05

Date: _____

Attest: [Signature]
Corporate Secretary/Notary Public

Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

Zawoyski, Andrew S. (DPM)

From: Casagrande, John [jcasagra@wm.com]
Sent: Tuesday, July 03, 2007 3:24 PM
To: Zawoyski, Andrew S. (DPM); Gonzalez, Alex
Cc: Neal, Jason; Kaplan, Ron; Clerk of the Board (COC)
Subject: RE: Contract 545B--processing recyclables

Andrew the corporate seal has been embossed into the scanned copy and the 7 originals will be stamped also. Thank you for all your help and support.

John Casagrande

-----Original Message-----

From: Zawoyski, Andrew S. (DPM) [mailto:AZAWOY@miamidade.gov]
Sent: Tuesday, July 03, 2007 3:21 PM
To: Gonzalez, Alex
Cc: Neal, Jason; Casagrande, John; Kaplan, Ron; Clerk of the Board (COC)
Subject: RE: Contract 545B--processing recyclables

Hi,

I don't know if you "sealed" the document you sent me, but I do need corporate seal. Just advise that you indeed did seal but seal is not visible through electronic format sent. I am preparing my package now.

Thanks,
Andrew

Andrew Zawoyski, CPPO, CPPB
Chief Negotiator
Miami-Dade County
Department of Procurement Management
111 NW 1st Street
Ste 1300
Miami, Florida 33128-1974
305-375-5663 ph
305-375-4726 fax

-----Original Message-----

From: Kaplan, Ron [mailto:rkaplan@wm.com]
Sent: Tuesday, July 03, 2007 2:51 PM
To: Zawoyski, Andrew S. (DPM)
Cc: Gonzalez, Alex; Neal, Jason; Casagrande, John
Subject: Contract 545B--processing recyclables

Andrew: here is a pdf of the contract signed by Waste Management. <<Miami-dade curbside recyc Waste Management final 07-03-07.pdf>>

RONALD KAPLAN

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7/3/2007

ASSOC. GEN. COUNSEL - SOUTH
WASTE MANAGEMENT INC. OF FLORIDA
2700 NW 48TH STREET
POMPANO BEACH, FL 33073
954-984-2021 office
954-984-2057 fax
954-410-4713 cell

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7/3/2007

APPENDIX A

1.0 REQUIREMENTS AND SERVICES TO BE PROVIDED

The Contractor shall provide access to its Material Recycling Center ("MRF") and/or Transfer Stations (collectively, "Designated Facilities") and the County shall deliver or cause to deliver and the Contractor shall accept all Incoming Materials from the County and the County's third party curbside recycling collection and hauling contractor (Third Party Contractor). The Contractor is responsible for all Incoming Materials accepted on behalf of the County as further detailed herein. The Contractor shall assist the County in its education and promotions program by providing recommendations and participating in establishing the program. The Contractor shall make its outreach program available as detailed below.

A. Objective

Subject to the provisions of this Agreement the Contractor's objectives include acceptance of all Incoming Materials. A list of recyclable material is stated on Attachment 1 of this Appendix A. The Contractor shall provide sufficient space for accepting incoming materials to handle the County account. The Contractor's Designated Facilities shall be capable of accepting single stream Incoming Material wherein all Incoming Materials are mixed together and does not need to be separated for acceptance.

B. Drop-off Centers

The four transfer/recycling stations are as follows: (1) Hialeah Transfer Station 5000 NW 37th Ave., Hialeah, FL); (2) Davie Delta Recycling (3250 Fields Road, Davie, FL); (3) - Delta Recycling Homestead (11695 SW 328th St., Homestead, FL); and, (4) Reuter Recycling - (Southwest Broward – 20701 Pembroke Road, Pembroke Pines, FL). The Transfer Station and the Recycling centers shall have a sufficient number of containers/space and shall be capable of accepting the amount of recyclable material the County generates at all times (currently at 35,000 tons per year) and be open during all Hours of Operation as stated below and have a sufficient number of capable personnel and a fully operational scale house. The Contractor shall meet and stay current with all standards and methodologies required and being utilized in the industry.

The Contractor shall present a Weight Ticket to the driver delivering recyclables with a follow up copy to the County. The Hours of Operation for the Designated Facilities are Monday thru Friday from 7am to 6pm. Additionally, Hialeah ("1" above) is open on Saturday from 5 am to 12 noon; Davie ("2" above) is open on Saturday from 6 am to 1 pm; Homestead ("3" above) is open on Saturday from 7 am to 11 am; and Reuters ("4" above) is open on Saturday from 7:30 am to 1 pm. The Hours of Operation can change only with the County's written approval.

C. Acceptance of Incoming Materials

The Contractor shall accept all Incoming Material delivered by the County or the County's Third Party Contractor. In any disputes with the Third Party Contractor pertaining to the incoming material delivered to the Designated Facility, the Contractor shall directly handle such disputes. The Contractor shall contact the County's Project

Manager only when all reasonable possibilities of a resolution are exhausted.

In the instance that the Contractor delivers Rejects and Residue to a County landfill facility, the County will only accept up to five percent of the Incoming Materials as a rejects and residue allowance on a monthly period. Any Rejects and Residue tonnage above the five percent will be charged at the County's then current tipping fee.

Deliverables/Reports

The Contractor shall provide Documents and Reports in the format requested by the Project Manager and such Documents and Reports shall be delivered to the County in an accurate manner. All reports are due to the County within ten (10) days of the last day of the cycle for which the Document/Report is due (monthly or annually). The County shall have final approval authority for all documentation and reports.

1. Monthly Performance Reports

Provide monthly performance reports.

2. Quarterly Performance Report

a. "Happy Sheet" as stated in Contractor's proposal.

2. Annual State of Recycling Reports

Provide annual reports of the ongoing state, performance, and evolving trend of recycling in the County's service area and the recycling industry in general. This annual "State of Recycling" report must include, but is not limited to:

- a. Collection and recovery volumes by material type.
- b. Green initiatives, pollution and environmental protection actions undertaken
- c. Use of subcontractors, if any.
- d. Issues for discussions with the County.
- e. Market conditions and factors impacting recycled materials.
- f. Company audits and financial condition.
- g. Status of Material Recovery Facilities and/or other designated facility.
- h. Status of Contractor's attempt to provide Additional Services as stated in paragraph G, below.

D. Permits and Licenses

The Contractor shall possess the necessary licenses required to meet Local, State, and Federal requirements for providing such service in Miami-Dade County, prior to beginning Services.

E. Outreach Services

The Contractor shall make available its Education Center at Reuter Recycling to County Staff, non-profit organizations, schools and other civic groups with an interest in recycling and environmental issues. The County shall give the Contractor at least 36 hours notice prior to attendance. The Contractor shall allow up to three such visits per

week. The class size shall not exceed 20 persons. The Contractor shall provide updates to this program as it continues to develop and shall provide information about the Program for the County's use.

F. Transition

The Contractor understands and agrees that the County will undergo a transition from the current dual stream process to the single stream process based on the schedule to be provided to the Contractor within thirty (30) days of Contract Execution. During the Transition Period, the Contractor will receive only Incoming Material that is collected in the areas that have been converted to the single stream process. Once rolling carts are in place in a particular area (as defined in Transition Plan), the County and/or the third Party Contractor shall haul all Incoming Material from that particular area to the Designated Facilities.

G. Additional Services

The Contractor shall develop programs that will accept household batteries, fluorescent light bulbs, sharps, and inkjet cartridges to be recycled within ninety days of the Effective Date of this Agreement. The Contractor shall provide to the County a draft version of these plans within forty-five (45) days after Contract Execution. Such programs shall be implemented by the Contractor within ninety (90) days after written acceptance by the County.

Notwithstanding the requirements stated above, and in addition to the "Additional Recycling Efforts or Services" as stated in item 5d on page 5-2, and in Section 12 "Additional Benefits Partnering with Waste Management" of the Contractor's Proposal and anywhere else in the Contractor's Proposals, Contractor shall submit proposals/ideas with respect to any additional services herein. The Contractor may enter into partnerships to perform the Services.

1. Implementing an easy-to-use drop-off program,
2. Cultivating a vibrant commercial recycling industry
3. Processing clean yard trash into mulch
4. Increasing multi-residential recycling
5. Service level alternatives in low density areas
6. Construction Demolition and Debris.

1. Implementing an easy-to-use drop-off program

In many communities, residents can bring recyclable materials to neighborhood drop-off centers at no charge. In Miami-Dade County, used white goods are accepted at neighborhood Trash and Recycling Centers across the County.

To achieve the County's recycling goals, the Contractor may submit a proposal to implement a drop-box program to include one or more of the following, keeping in mind that one or more recyclable material types can be collected:

- County Trash and Recycling Centers
- County government buildings
- County parks
- County events
- High density commercial areas
- Partnerships with commercial establishments
- Partnerships with schools, community groups, or non-profits.

2. Cultivating a vibrant commercial recycling industry

The majority of countywide recycling is performed by the commercial sector. Other communities foster commercial efforts to increase recycling; also keeping in mind that one or more of recyclable materials can be collected. While it is not the intention of the County to replace any commercial accounts, the Contractor should submit a proposal to address increasing this commercial sector recycling in the following, or additional, ways: offering recyclable collection services to office complexes, commerce centers, or shopping centers.

3. Processing clean yard trash into mulch

Processing clean yard trash into mulch is considered recycling by State legislation. The Contractor shall provide reports advising its efforts in collecting and processing yard waste into mulch and offering a component of this mulch to residents.

4. Increasing multi-residential recycling

County legislation (County Code Chapter 15) requires that multi-residential units contract with licensed haulers to recycle newspaper, glass, aluminum cans, steel cans, and plastics. Although County enforcement efforts are limited, offering collection services at competitive rates may increase participation and overall recycling levels. The Contractor shall continually monitor this alternative and provide reports on its efforts to the County.

5. Construction Demolition and Debris

Contractor shall address how it would be able to handle construction demolition and debris.

The County's intention through the Educational and Promotional Program is to increase recycling efforts in the County. The Contractor shall continuously review the Additional Services areas as listed above to provide opportunities for the County to expand its Recycling Program.

Attachment 1 to Appendix A

The four transfer/recycling stations (Designated Facility) are as follows:

- (1) Hialeah Transfer Station 5000 NW 37th Ave., Hialeah, FL)
- (2) Davie Delta Recycling (3250 Fields Road, Davie, FL)
- (3) Delta Recycling Homestead (11695 SW 328th St., Homestead, FL); and,
- (4) Reuter Recycling - (Southwest Broward – 20701 Pembroke Road, Pembroke Pines, FL).

The Contractor shall not close operation of any Designated Facility without written notice to the County six months prior to the closing of such Designated Facility. Along with the notice, the Contractor shall advise of planned alternative to that Facility. In the instance the Contractor does not provide an acceptable Designated Facility alternative to the County, the County is not required to deliver those Incoming Materials to that Designated Facility any further, or may choose to deliver that Incoming Material to another Designated Facility at the County's sole discretion, or may deliver that Incoming Material to a non-Contractor facility.

Transition Plan

The Transition Plan from dual to single stream includes the following schedule of events:

Time Line for Year 2007	Third Party Contractor provides New Vehicles in Service	County obtains 64-gallon Carts with Households	Contractor shall make Designated Facilities Available for Delivery of Recycling Material	Third Party Contractor Transitions from dual to single stream per following Areas
Oct 1			Reuters	
Oct 8			NE Broward	
Oct 15				
Oct 22		20,000	Hialeah	
Oct 29	2	20,000		
Nov 5	2	20,000		Zone 1
Nov 12	2	20,000		
Nov 19	2	15,000		Zone 2
Nov 26	2	15,000		Zone 3
Dec 3	3	15,000		
Dec 10	3	15,000	Homestead	Zone 4
Dec 17	3	15,000		Zone 5
Dec 24	3	15,000		
Dec 31	3	0		Zone 6
	25 New Vehicles	170,000 Carts	4 Designated Facilities	6 Zones

Attachment 2 to Appendix A

List of Recyclable Materials

Recyclable Materials:

- Aluminum food and beverage containers
- Glass food and beverage containers - brown, clear, or green
- Ferrous (Iron) cans
- PET plastic containers with the symbol #1 - narrow neck containers only
- HDPE natural plastic containers with the symbol #2 - narrow neck containers only (milk and water bottles)
- HDPE pigmented plastic containers with the symbol #2 - narrow neck containers only (detergent, shampoo, bleach bottles, etc. without caps)
- Aseptic containers (gable top cartons)
- Plastics with symbols #3, #4, #5, #6, #7 - narrow and screw top containers
- Mixed Residential Paper - Mixed residential paper consists of a mixture of various qualities of paper not limited as to type of fiber content - acceptable fibers include:
 - Newsprint
 - Old corrugated cardboard
 - Magazines
 - Catalogs
 - Cereal boxes
 - Telephone books
 - Printer Paper
 - Copier Paper
 - Mail
 - All other office paper without wax liners

The County will provide all reasonable efforts in providing the information stated below to all Households as part of its Communications Program:

All glass containers and cans must be empty and free of metal caps and rings and contain less than 5% food debris.

All Aerosol cans must have less than 5% content.

All plastic containers must be empty, have their caps removed and contain less than 5% food debris.

All fiber must be dry and free of food debris or other contamination.

Rejects:

Rejects are all materials not listed above and also include, but are not limited to:

Excluded Materials will include, as may be amended, the following:

- Lead Acid Batteries
- Dry Cell Batteries¹
- Microwave trays
- Mirrors
- Window or Auto Glass
- Light Bulbs¹
- Ceramics
- Porcelain
- Unnumbered Plastics
- Plastic Bags
- Coat Hangers
- Glass Cookware or Bakeware
- Household items such as cooking pots, toasters, etc.

¹ these items shall be handled under separate Program provided by the Contractor, as stated in this Agreement.

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
CASCADE ENGINEERING INC.
Grand Rapids, Michigan

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Cascade Engineering Inc.**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 4950 Thirty-Seventh Street, S.E., Grand Rapids, Michigan 49512.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Refuse & Recycling Containers & Lifters** Contract to become effective as of January 1, 2007, and to continue through December 31, 2008 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Refuse & Recycling Containers & Lifters** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Refuse & Recycling Containers & Lifters** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **GC01-07**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **GC01-07**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 7: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 8: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 9: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. ***EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.***

ARTICLE 10: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 11: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 12: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR'S** total liability under this

Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 13, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 13: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its administrative fee. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 14: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any administrative fees due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 15: TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any administrative fees due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 16: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 17: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 18: PAYMENT OF H-GAC FEE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC administrative fee. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable administrative fee. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable administrative fee, whether or not CONTRACTOR has received an invoice from H-GAC. Any H-GAC fee collected by CONTRACTOR from END USERS, including END USERS without Interlocal Contracts, shall be paid to H-GAC by CONTRACTOR. CONTRACTOR agrees to encourage END USERS to execute authorizing Interlocal Contracts with H-GAC. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's fee. H-GAC also reserves the right to invoice END USER for H-GAC's administrative fee. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

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CASCADE
engineering
shaping ideas in plastics™

June 28, 2007

Ms. Jill Klaskin Press
Dept. Of Procurement Management
Miami-Dade County
111 NW 1st Street; Suite 1300
Miami, FL 33128

Subject: 64 gallon recycling carts

Dear Ms. Klaskin Press,

Cascade Engineering is pleased to submit pricing to the above referenced proposal for Roll-Out Recycling Carts.

-170,000-350,000 sixty-four gallon carts = \$38.60 ea. delivered (this price is valid through 7/31/08)

-Assembly and Distribution = \$3.25/cart (includes: unloading, hanging literature and recording serial numbers)

-Due to time constraints on manufacturing and the ability to deliver 170,000 carts before February 1st, 2008 the purchase order must be received with-in 30 days of today's date.

Cascade, established in 1973, has been continuously manufacturing carts for semi and fully automated programs for fifteen years in our Grand Rapids, Michigan facility. We have produced over ten million injection molded carts for the waste industry. We are proud to be the first U.S. based cart manufacturer to be ISO 9001 registered. ISO 9001 is a standardized quality system recognized internationally and ensures quality products, timely delivery, and superior service. This registration ensures that the Miami-Dade County will receive exceptional products and service to help make its collection program a success.

Our containers meet the standards set forth in ANSI Z245.30-1999 and ANSI Z245.60-1999. Cascade was a member of the Standard Development Subcommittee that drafted both ANSI standards. As a result of our involvement, we have done extensive in-house testing which exceeds the standards set forth by ANSI. We have also had extensive testing done by Entela, Inc., an engineering and testing laboratory.

We offer Miami-Dade County a complete and well-rounded response to your request that includes, and indeed exceeds, all your needs.

Cascade would like to extend an invitation to be a part of our Red Carpet Visiting Program which includes a complete tour of our entire campus in Grand Rapids and a first hand tour of our world class injection molding facility where the carts are manufactured.

ARTICLE 19:**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER**'s purchase order is placed.

ARTICLE 20:**PERFORMANCE BONDS FOR INDIVIDUAL ORDERS**

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER**'s purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER**'s order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER**'s sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER**'s sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 21:**CHANGE OF CONTRACTOR STATUS**


CONTRACTOR shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 22:**LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]**


CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR**'S license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston**
Area Council, Houston, Texas:

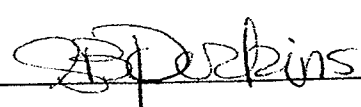

Jack Steele, Executive Director

Attest for **Houston-Galveston**
Area Council, Houston, Texas:


Deidre Vick, Director of Public Services

Date: Dec 6, 2006

Signed for **Cascade Engineering Inc.**
Grand Rapids, Michigan:


Printed Name & Title: Jo Anne Perkins, General Manager

Date: December 5, 2006

Attest for **Cascade Engineering Inc.**
Grand Rapids, Michigan:


Printed Name & Title: Sales Account Specialist

Date: December 5, 2006

Thank you in advance for the opportunity to provide Miami-Dade County with our response. Please be assured that Cascade would provide the County with exceptional products, value and customer service. We look forward to working with you on this exciting and worthy project.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott D. Downer", with a long horizontal flourish extending to the right.

Scott D. Downer, Sales Manager
Industrial Solutions Container Group
CASCADE ENGINEERING

June 29, 2007

Scott D. Downer, Sales Manager
Cascade Engineering, Inc.

**RE: VENDOR ACCEPTANCE OF UAP AND INSPECTOR GENERAL
¼ OF 1% FEE**

Vendor: Cascade Engineering, Inc.
Contract No. GC01-07 for Miami Dade County through the H-GACBuy.

Our firm agrees that payment under all of our invoices submitted for the 64 gallon recycling rolling carts (Item A02) under said Contract cited above will be reduced by 2% of the invoiced amount pursuant to the Miami-Dade County User Access Program (UAP), as approved by the Board of County Commissioners on September 17th, 2003 under Budget Ordinance Number 03-192.

Our firm agrees that payment under all of our invoices submitted for the 64 gallon recycling rolling carts under said Contract, and any subsequent, option period under the contract cited above will be reduced by ¼ of 1% pursuant to Miami Dade County Ordinance #97-215.

Jan Bognoski

Printed name

Jan Bognoski
Signature

Sales Manager

Title

6/29/07

Date

CASCADE ENGINEERING

RESIDENTIAL REFUSE CART WARRANTY

Cascade Engineering, Inc. ("CE") warrants its residential refuse carts from functional failure due to defects in plastic materials or faulty workmanship or insufficient resistance to weathering while in normal use for a period of ten (10) years (120 months) from the date of shipment from the manufacturing facility to any purchaser ("Shipment Date"). Notwithstanding the above, CE shall provide purchaser with a spare parts supply of component parts, such as axles and wheels, which fail; purchaser shall be responsible for the labor cost incurred to install those replacement component parts and re-assemble the residential refuse cart.

For purposes of this warranty, "normal use" of a residential refuse cart is considered to be the collection of residential solid wastes in conjunction with an approved semi-automated or fully automated mechanical lifting device. If a dumping device other than one approved by CE is to be used for semi-automated or fully automated dumping, written approval of that brand and specific model of dumping device must be obtained from CE prior to use. Adjustments or modifications may be required for approval.

CE shall be promptly notified of any failures under warranty in order that such failures may be inspected. Residential refuse carts which fail shall be accumulated by the customer, but no accumulation of defective products shall exceed 100 residential refuse carts without written notification to CE.

Specifically excluded from this warranty are damages due to negligent or abusive use or normal wear and tear, including but not limited to, those items listed on Schedule A attached. Also specifically excluded are carts used as crew carts, dumped manually, or used for any purpose other than residential solid waste and curbside recyclables collection. Negligent, abusive, or specifically excluded use of carts voids this warranty after such use. This warranty is also voided upon the resale of the residential refuse carts.

THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DELAY IN PERFORMANCE UNDER THIS WARRANTY.

RESIDENTIAL REFUSE CART

SCHEDULE A

FOLLOWING ARE DESCRIPTIONS OF SEVERAL SITUATIONS WHERE THE WARRANTY DOES NOT APPLY BECAUSE OF IMPROPER USE, NEGLIGENCE, ETC. THESE SITUATIONS ARE GIVEN AS EXAMPLES ONLY AND EXCLUSIONS FROM WARRANTY COVERAGE ARE NOT LIMITED TO THESE SITUATIONS.

EXAMPLES OF NORMAL WEAR AND TEAR:

- Scratches, cuts or scores from any source.
- Accumulation of dirt or any other similar substance.
- Normal deterioration of metal parts during services.
- Normal discoloration due to atmospheric exposure or water conditions.
- Appearance of rust on steel parts.

EXAMPLES OF NEGLIGENT OR ABUSIVE USE:

- Exposure to heat which may result in burns, scorches, melting.
- Exposure to chemicals such as solvents, petrochemicals, paints, or acids.
- Major impacts such as being hit by a vehicle.
- Improper storage such as storage in stacks, on lids, near heat or chemicals, outside uncovered without lid on, or in any area where damage may occur.
- Improper handling such as dropping stacks off delivery trucks, dragging over rough surfaces, stacking with wheels on, forcing through narrow openings, allowing packer mechanism to hit cart during dumping cycle.
- Improper handling by automated arms such as any scratches, cuts, creases, scores, cracks or breaks from a maladjusted or improper automated lift arm or semi-automated lift arm or semi-automated dumper, including squeezing lid with arm and dropping cart into packer or possible wheel/axle damage and including excessive lift speed including any lift speed faster than six seconds for full lift-dump-down cycle.
- Failure to properly open or secure lids when emptying or handling carts.
- Improper use such as any use other than for storage, transport, and dumping normal single unit residential solid wastes, including such improper use as:
 - Construction, industrial, landscaping, liquid storage/transport, bulk solids storage/transport, recreational, commercial, food service and institutional applications.

Memorandum



Date: May 22, 2007

To: Miriam Singer
Director, Department of Procurement Management

From: Andrew Zawoyski, CPPO, CPPB
Chairperson
Evaluation/Selection Committee

Subject: Report of Evaluation/Selection Committee for RFP No. 545 Curbside Recycling Program

The Evaluation/Selection Committee (Committee) has completed the task of evaluating proposals submitted in response to the referenced Request for Proposals (RFP). On October 12, 2006, the Board of County Commissioners (Board) via Resolution R-1209-06 waived formal competitive bidding pursuant to Section 4.03 (D) of the Home Rule Charter and Section 2-8.1 of the County Code to authorize the County Manager to issue an invitation to negotiate to seek a vendor(s) to provide Countywide Recycling Program. The County's goal was to achieve savings in the recycling program via a procurement process affording significant flexibility aimed at increasing the County's total recycling rate, improving customer service and reducing costs per ton as well as, the overall cost for the provision of these services. It is recommended that Staff enter into negotiations with Waste Services of Florida, Inc. (Waste Services) and Waste Management Inc. of Florida (Waste Management) in order to achieve these goals.

Background Information:

Following Board approval of this solicitation, an RFP was issued on November 13, 2006. This RFP allowed for flexibility in the procurement process as approved in the Board's bid waiver action on October 12, 2006. The RFP included a Small Business Enterprise (SBE) selection factor consistent with the Review Committee recommendation of November 1, 2006. A Pre-proposal Conference was held on December 6, 2006 at the Department of Solid Waste Management, 5th Floor Training Room. Seven addenda were issued as follows:

Addendum No. 1	November 15, 2006
Addendum No. 2	December 7, 2006
Addendum No. 3	December 19, 2006
Addendum No. 4	January 11, 2007
Addendum No. 5	January 31, 2007
Addendum No. 6	February 12, 2007
Addendum No. 7	February 28, 2007

Even though the Board waived the competitive process, it was the County's intention to foster a measure of competition in order to achieve a best value solution in the County's best interest. After the solicitation was issued, the Board hosted a work shop to discuss the curbside recycling program. The Board asked that the RFP allow for contractors to propose on only certain parts of the entire recycling project. Staff responded that the RFP as issued requested a turnkey solution (collection services of the entire county, hauling and recycling); but that modifications would be made based on the Board's

request. Addendum No. 4 was issued to address this request which made significant amendments to the solicitation. In addition to the option presented in the original RFP, whereby the proposers were invited to submit turnkey solutions, the addendum allowed for alternate proposals for collection only, for collection by zones (there are six established solid waste collection zones), and/or only recycling services (sorting/handling materials without collection). Allowing for a variety of approaches gave the County more opportunity to hear from the vendors who provide curbside recycling services. This change in approach affected the original criteria in that evaluation of the variety of proposed approaches was not possible using standard criteria. Professional procurement practices allow for best value considerations for purchases such as this one. The Proposers were given the opportunity to submit a turnkey solution as a base proposal and variations as alternate proposals.

Proposals were due on March 9, 2007 at 2pm. Five timely "base" proposals were submitted. One firm submitted a proposal for "recycling" only. One firm, Toter Incorporated, submitted a letter advising they could not provide the service, but thanked the County for the opportunity. Proposals were received from the following:

Waste Pro of Florida, Inc. (a JV) w/SP Recycling Corp (Waste Pro)
World Waste Services, Inc. (World Waste)
Waste Services of Florida, Inc.
BFI Waste Systems of Florida/Allied Waste (BFI)
Choice Environmental Services (Choice)
Waste Management Inc. of Florida - recycling only

Waste Pro, World Waste and BFI submitted four alternate proposals. World Waste submitted pricing on a "per zone" basis for all zones (1 through 6). Included in the proposals were variations of single and dual stream pick-ups, glass/no glass, with bins and without bins, green waste, bulk waste, multi-family, recycling only, and collection only. Chart 1 (attached) provides the breakdown by proposer.

Minimum qualifications, as amended by Addendum No. 4, were reviewed for each proposer. All proposers met the minimum requirements. Additionally, all proposers were found to be Corporations in "Good-Standing" with the State of Florida.

A kickoff meeting was held on March 23, 2007. Follow-up evaluation meetings were scheduled for April 12, 2007, April 19, (following oral presentations) and May 11, 2007. Reference checks were performed during April 7 through April 11. Oral presentations were held on April 19, 2007. At the April 12, 2007 meeting, the Committee approved (a) a motion that eliminated one proposer from further consideration (Choice) as the Committee felt that its proposal did not warrant further consideration, as it was technical inferior to the other proposals submitted; (b) to hold oral presentations with the remaining proposers; and, (c) to perform a site visit of the two Material Recycling Centers (MRF) in the local area included in the proposals. The site visits were publicly noted and took place on April 18, 2007.

During this time, the Committee was advised that BFI sold its assets to Waste Services. This action was anticipated, as this information was addressed in both their proposals and available to staff prior to the submittal date, through the internet. In consultation with the County Attorney's Office, since the assets and liabilities of BFI were formally transferred to Waste Services on March 31, 2007, BFI's proposal, therefore, was no longer considered in the evaluation process. Four proposals remained in the zone of consideration prior to the oral presentations.

Following oral presentations the Committee voted on obtaining additional pricing information from all remaining proposers. The additional inquiry requested pricing for collecting recyclable materials and

hauling it to a local MRF, Waste Management, which was offering to pay the County \$10 per ton for recyclables. Waste Management was also offering the County \$75,000 per year for use in the development of an Education and Promotions Program. A request for the additional pricing information was forwarded to the four Proposers: Waste Pro, Waste Services, World Waste and Waste Management.

Only one MRF other than Waste Management is operating in the local area, Waste Services; but they proposed an \$85 charge per ton for recyclable materials and therefore were not considered as an alternative for these pricing inquiries. Two other proposers proposed to build a MRF; however, they offered only a proposed site, which could have changed and would have made comparing that pricing conjecture. The two Proposers that included "projected" MRF sites in the proposals were not eliminated from consideration. One of the Proposers proposed a \$19.40 per ton with glass and \$32.80 per ton without glass. This offer, as well as, all others were considered in the final calculation of all costs and revenues to the County.

The Committee specifically requested the monthly per-household charge for curbside collection and delivery of all collected materials to the location(s) offered by Waste Management. Waste Management's MRF is located in south Broward County. The company has transfer stations (locations where the material can be dropped off) in Hialeah, Homestead and in Davie. The requested pricing information was broken down further as follows: single stream with the cost of carts and without the cost of carts, biweekly and weekly, by entire County and by Zone A (North) and by Zone B (South), and dual stream weekly, with the cost of bins we currently use and without the cost of bins, by entire County and by Zone A (North) and by Zone B (South). The attached Chart 2 provides this breakdown, as well as, prices proposed by the Proposers.

Responses were received from all four proposers on May 8, 2007. Waste Management advised that they were not interested in collection services and submitted no further pricing. The three other Proposers submitted pricing on all variations as requested.

At the May 11, 2007 meeting, the Committee was presented with "Chart 2" depicting price offers on all options obtained. The Committee reviewed this spreadsheet and after discussion voted to enter into negotiations with Waste Services for curbside collection and hauling services, and with Waste Management for recycling services. The Committee was unanimous in its decision that all proposers remaining in the zone of consideration were capable of providing recycling services. In reviewing pricing, it was evident that the recommended solution was the only one which would meet the savings goals requirements. The recommendation made by the Committee provided the County with an expanded and comprehensive solution to the curbside recycling program, very competitive pricing (lower than the County is currently paying) and the design, financial assistance and implementation of a Education and Promotions Program (to encourage more residents to learn of the value of recycling services). It is recommended that approval be granted to enter into negotiations and that additional opportunities to improve upon the price offers presented be pursued.

Local Preference: Local Preference was considered in accordance with applicable ordinances, but did not affect the outcome.

Negotiations: The Committee recommended (7-0) that the County enter into negotiations with Waste Services for curbside collection and hauling services and Waste Management for recycling services. Further the Committee recommended that the Negotiation Committee include in its deliberations with the recommended proposers expanded forms of recycling that include community based drop-off centers and sponsored events, promotion of multi-unit recycling, and utilization of potential savings

towards further education and communication in the promotion of recycling to residents of Miami-Dade County.

The Committee recommended the following individuals for the Negotiation Committee:

Andrew Zawoyski, Chief Negotiator, DPM - Chairperson
Roger Carlton, Assistant County Manager, County Manager's Office
Kathy Woods-Richardson, Director, Department of Solid Waste Management
Chris Rose, Deputy Director, Department of Solid Waste Management
Amy Knowles, Special Projects Administrator, Department Environmental Resource Management

Selection Committee:

Roger Carlton, Assistant County Manager, County Manager's Office
Kathleen Woods-Richardson, Director, Department of Solid Waste Management
Charles Danger, Director, Building Department
Christopher Rose, Deputy Director, Department of Solid Waste Management
Alice Hidalgo-Gato, Acting Director, Contract Review and Compliance Division
Amy Knowles, Special Projects Administrator, Department Environmental Resource Management
Charlotte Horne, Operations Manager, GSA

The competitive process was waived by the Board of County Commissioners for this solicitation. A waiver of the competitive process allows the County to obtain required goods and services utilizing best value approach in the best interest of the County. The intent to solicit proposals in as fair a way as possible allowed for competition in obtaining the aforementioned goals: quality service and best value pricing. The process was fair and included a healthy measure of competition. The evaluation approach as authorized by the Board's Bid Waiver action allowed a more flexible and effective opportunity to meet the County's goals. Transparency, integrity and competition allowed this process to result in best value procurement. The Committee adjusted the process, as needed to achieve a comprehensive solution for the curbside recycling program in the County's best interest. It is anticipated that the negotiation stage will complete that process and yield positive results. Finally, the Committee suggested the possibility of purchasing only half of the 340,000 carts to serve all customers to increase savings and acquiring the rest of the carts as necessary when utilization increases due to the community education program.

cc: Roger Carlton, Assistant County Manager, County Manager's Office
Kathleen Woods-Richardson, Director, Department of Solid Waste Management
Charles Danger, Director, Building Department
Christopher Rose, Deputy Director, Department of Solid Waste Management
Alice Hidalgo-Gato, Acting Director, Contract Review and Compliance Division
Amy Knowles, Special Projects Administrator, Department Environmental Resource Management
Charlotte Horne, Operations Manager, GSA
Vincente Castro, Deputy Director, Department of Solid Waste Management

Approval to Negotiate: _____

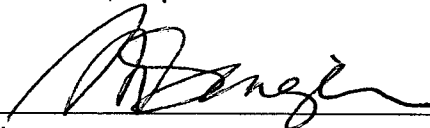


Chart 1
Includes Proposers in Zone of Consideration for Oral Presentations

	Waste Services	Waste Pro	World Waste	Waste Management
Single Stream (and MRF)	\$3.71 (bi-weekly - includes all 65 gal rolling carts)	N/A	\$4.80 (includes all 65 gal rolling carts)	N/A
Dual Stream (and MRF)	\$2.65 (includes MRF - use existing bins replace as necessary)	\$2.90 (includes MRF (S&P Recycling) - use existing bins replace as necessary)		
Single Stream (only)	N/A	N/A	N/A	N/A
Dual Stream (only)	N/A	\$3.14 (includes MRF - use existing bins replace as necessary) to MRF in MDC	N/A	N/A
Communications Plan	\$382,000 cost to County	\$1.00 per household (\$343,000)	\$1,500,000.00 cost to County	\$75,000 Education promotion payment to County
MRF (only)	\$87.00 per ton cost to County - dual only \$2.59 (6 days per week - includes MRF - use existing bins replace as necessary) \$96.00 per ton single stream	S&P recycling - \$19.40 rebate per ton - dual only	N/A	\$10.00 rebate per ton single or dual
Alternatives		\$2.84 (includes MRF - use existing bins replace as necessary, no glass)	Individually priced zones (1, 2, 3 \$4.80) Zone 4 \$4.90; Zone 5 \$5.00; Zone 6 \$5.25)	N/A
Other information	\$87.00 per ton cost to County - dual only	MRF only no glass \$32.80 per ton	Additional Services Offered Green Waste at \$12.00 (per yd) (mulch to every resident of MDC N/C) Bulk Waste (\$15 per yd) on call basis next day Multi family (billed at per unit plus nominal admin fee)	Four transfer/processing stations Hialeah Transfer Station Delta Recycling - Davie Delta Recycling - Homestead; Reuter Recycling - Pembroke Pines

5

Chart 2 RFP 545 Curbside Recycling Comparison of Proposals (aggregate dollar amount)

Area	Alternative	Waste Services	World Waste	Waste Pro	Waste Management	Current Situation
1. Whole County	1a. Bi-Weekly, Single Stream, No Bins	\$8,404,800	\$11,832,000	\$9,057,600	Not Interested	n/a
	plus County-Financed Bins (\$2,248,080)	\$10,652,880	\$14,080,080	\$11,305,680	n/a	n/a
	1b. Bi-Weekly, Single Stream, Yes Bins	\$15,504,000	\$15,912,000	\$14,443,200	Not Interested	n/a
	1c. Weekly, Single Stream, No Bins	\$10,812,000	\$14,892,000	\$10,812,000	Not Interested	n/a
	plus County-Financed Bins (\$1,917,600)	\$12,729,600	\$16,809,600	\$12,729,600	n/a	n/a
	1d. Weekly, Single Stream, Yes Bins	\$19,584,000	\$18,972,000	\$17,217,600	Not Interested	n/a
	1e. Weekly, Dual Stream, No Bins	\$12,892,800	\$13,872,000	\$11,628,000	Not Interested	\$10,648,800
	1f. Weekly, Dual Stream, Yes Bins	\$14,932,800	\$15,096,000	\$11,832,000	Not Interested	
2. North Zone	2a. Bi-Weekly, Single Stream, No Bins	\$8,608,800	\$11,628,000	\$9,996,000	Not Interested	n/a
	plus County-Financed Bins (\$2,248,080)	\$10,856,880	\$13,876,080	\$12,244,080	n/a	n/a
	2b. Bi-Weekly, Single Stream, Yes Bins	\$15,708,000	\$15,708,000	\$15,381,600	Not Interested	n/a
	2c. Weekly, Single Stream, No Bins	\$11,016,000	\$14,688,000	\$11,628,000	Not Interested	n/a
	plus County-Financed Bins (\$1,917,600)	\$12,933,600	\$16,605,600	\$13,545,600	n/a	n/a
	2d. Weekly, Single Stream, Yes Bins	\$19,788,000	\$18,768,000	\$17,748,000	Not Interested	n/a
	2e. Weekly, Dual Stream, No Bins	\$13,096,800	\$13,668,000	\$12,036,000	Not Interested	n/a
	2f. Weekly, Dual Stream, Yes Bins	\$15,136,800	\$14,892,000	\$12,811,200	Not Interested	n/a
3. South Zone	3a. Bi-Weekly, Single Stream, No Bins	\$8,612,880	\$14,484,000	\$9,996,000	Not Interested	n/a
	plus County-Financed Bins (\$2,248,080)	\$10,860,960	\$16,732,080	\$12,244,080	n/a	n/a
	3b. Bi-Weekly, Single Stream, Yes Bins	\$15,708,000	\$18,564,000	\$15,381,600	Not Interested	n/a
	3c. Weekly, Single Stream, No Bins	\$11,016,000	\$17,544,000	\$11,628,000	Not Interested	n/a
	plus County-Financed Bins (\$1,917,600)	\$12,933,600	\$19,461,600	\$13,545,600	n/a	n/a
	3d. Weekly, Single Stream, Yes Bins	\$19,788,000	\$21,624,000	\$17,748,000	Not Interested	n/a
	3e. Weekly, Dual Stream, No Bins	\$13,096,800	\$16,524,000	\$12,036,000	Not Interested	n/a
	3f. Weekly, Dual Stream, Yes Bins	\$15,136,800	\$17,748,000	\$12,811,200	Not Interested	n/a
Waste Services Original Proposals	Base - Weekly, Dual Stream, on garbage collection day, existing bins, new vehicles, own MRF	\$10,812,000	n/a	n/a	n/a	n/a
	Alt1 - Weekly, Dual Stream, not on collection day, existing bins, new vehicles, own MRF, 6 days per week	\$10,567,200	n/a	n/a	n/a	n/a
	Alt2 - Bi-Weekly, Single Stream, on collection day, new rolling carts, new vehicles, own MRF	\$15,136,800	n/a	n/a	n/a	n/a
	Alt3 - MRF only, dual stream	\$3,045,000	n/a	n/a	n/a	n/a
	Alt4 - MRF only, single stream	\$3,360,000	n/a	n/a	n/a	n/a
	Communications Plan (\$382,000 per year)	\$382,000	n/a	n/a	n/a	n/a
World Waste Original Proposal	Base - Weekly, Single Stream, World Collects, Hudson MRFs, single stream, new containers, own MRF (to build), new vehicles	n/a	\$19,584,000	n/a	n/a	n/a
	Communications Plan (\$1.5 million for 7 years)	n/a	\$214,286	n/a	n/a	n/a
Waste Pro Original Proposals	Base - Weekly, Dual Stream, on garbage collection day, existing bins, new vehicles, own MRF	n/a	n/a	\$11,832,000	n/a	n/a
	Alt1 - Weekly, Dual Stream, on garbage collection day, existing bins, new vehicles, own MRF, no glass	n/a	n/a	\$11,587,200	n/a	n/a
	Alt2 - Weekly, Dual Stream, WastePro Collection only, no MRF, on garbage collection day, existing bins, new vehicles	n/a	n/a	\$12,811,200	n/a	n/a
	Alt3 - MRF only, dual stream (-\$19.40 per ton) (assuming 35,000 tons and 340,000 households)	n/a	n/a	-\$679,000	n/a	n/a
	Alt4 - MRF only, single stream, no glass (-\$32.80 per ton) (assuming 35,000 tons and 340,000 households)	n/a	n/a	-\$820,000	n/a	n/a
	Communications Plan (\$1.50 per household per year first year, \$1.00 per household per year every other year)	n/a	n/a	\$510,000	n/a	n/a
Waste Management Original Proposal	Alt1 - MRF only, single or dual stream (-\$10.00 per ton) (assuming 35,000 tons and 340,000 households)	n/a	n/a	n/a	-\$350,000	n/a
	Communications Plan (give back \$75,000 per year)	n/a	n/a	n/a	-\$75,000	n/a
County Financing	County Finances the Purchase of 340,000 carts (65 gallon)	n/a	n/a	n/a	n/a	\$2,248,080
	County Finances the Purchase of 170,000 carts (65 gallon)	n/a	n/a	n/a	n/a	\$1,130,160
	County Finances the Purchase of 340,000 carts (35 gallon)	n/a	n/a	n/a	n/a	\$1,917,600
	County Finances the Purchase of 170,000 carts (35 gallon)	n/a	n/a	n/a	n/a	\$966,960

Chart 2 RFP 545 Curbside Recycling Comparison of Proposals (per household per month)


Area	Alternative	Waste Services	World Waste	Waste Pro	Waste Management	Current Situation
1. Whole County	1a. Bi-Weekly, Single Stream, No Bins plus County-Financed Bins (\$0.551)	\$2.06/HH/Month \$2.61/HH/Month	\$2.90/HH/Month \$3.45/HH/Month	\$2.22/HH/Month \$2.77/HH/Month	Not Interested n/a	n/a n/a
	1b. Bi-Weekly, Single Stream, Yes Bins	\$3.80/HH/Month	\$3.90/HH/Month	\$3.54/HH/Month	Not Interested	n/a
	1c. Weekly, Single Stream, No Bins plus County-Financed Bins (\$0.470)	\$2.65/HH/Month \$3.12/HH/Month	\$3.65/HH/Month \$4.12/HH/Month	\$2.65/HH/Month \$3.12/HH/Month	Not Interested n/a	n/a n/a
	1d. Weekly, Single Stream, Yes Bins	\$4.80/HH/Month	\$4.65/HH/Month	\$4.22/HH/Month	Not Interested	n/a
	1e. Weekly, Dual Stream, No Bins	\$3.16/HH/Month	\$3.40/HH/Month	\$2.85/HH/Month	Not Interested	\$2.61/HH/Month
	1f. Weekly, Dual Stream, Yes Bins	\$3.66/HH/Month	\$3.70/HH/Month	\$2.90/HH/Month	Not Interested	
2. North Zone	2a. Bi-Weekly, Single Stream, No Bins plus County-Financed Bins (\$0.551)	\$2.11/HH/Month \$2.66/HH/Month	\$2.85/HH/Month \$3.40/HH/Month	\$2.45/HH/Month \$3.00/HH/Month	Not Interested n/a	n/a n/a
	2b. Bi-Weekly, Single Stream, Yes Bins	\$3.85/HH/Month	\$3.85/HH/Month	\$3.77/HH/Month	Not Interested	n/a
	2c. Weekly, Single Stream, No Bins plus County-Financed Bins (\$0.470)	\$2.70/HH/Month \$3.17/HH/Month	\$3.60/HH/Month \$4.07/HH/Month	\$2.85/HH/Month \$3.32/HH/Month	Not Interested n/a	n/a n/a
	2d. Weekly, Single Stream, Yes Bins	\$4.85/HH/Month	\$4.60/HH/Month	\$4.35/HH/Month	Not Interested	n/a
	2e. Weekly, Dual Stream, No Bins	\$3.21/HH/Month	\$3.35/HH/Month	\$2.95/HH/Month	Not Interested	n/a
	2f. Weekly, Dual Stream, Yes Bins	\$3.71/HH/Month	\$3.65/HH/Month	\$3.14/HH/Month	Not Interested	n/a
3. South Zone	3a. Bi-Weekly, Single Stream, No Bins plus County-Financed Bins (\$0.551)	\$2.11/HH/Month \$2.66/HH/Month	\$3.55/HH/Month \$4.10/HH/Month	\$2.45/HH/Month \$3.00/HH/Month	Not Interested n/a	n/a n/a
	3b. Bi-Weekly, Single Stream, Yes Bins	\$3.85/HH/Month	\$4.55/HH/Month	\$3.77/HH/Month	Not Interested	n/a
	3c. Weekly, Single Stream, No Bins plus County-Financed Bins (\$0.470)	\$2.70/HH/Month \$3.17/HH/Month	\$4.30/HH/Month \$4.77/HH/Month	\$2.85/HH/Month \$3.32/HH/Month	Not Interested n/a	n/a n/a
	3d. Weekly, Single Stream, Yes Bins	\$4.85/HH/Month	\$5.30/HH/Month	\$4.35/HH/Month	Not Interested	n/a
	3e. Weekly, Dual Stream, No Bins	\$3.21/HH/Month	\$4.05/HH/Month	\$2.95/HH/Month	Not Interested	n/a
	3f. Weekly, Dual Stream, Yes Bins	\$3.71/HH/Month	\$4.35/HH/Month	\$3.14/HH/Month	Not Interested	n/a
Waste Services Original Proposals	Base - Weekly, Dual Stream, on garbage collection day, existing bins, new vehicles, own MRF	\$2.65/HH/Month	n/a	n/a	n/a	n/a
	Alt1 - Weekly, Dual Stream, not on collection day, existing bins, new vehicles, own MRF, 6 days per week	\$2.59/HH/Month	n/a	n/a	n/a	n/a
	Alt2 - Bi-Weekly, Single Stream, on collection day, new rolling carts, new vehicles, own MRF	\$3.71/HH/Month	n/a	n/a	n/a	n/a
	Alt3 - MRF only, dual stream (\$87 per ton) (assuming 35,000 tons and 340,000 households)	\$0.75/HH/Month	n/a	n/a	n/a	n/a
	Alt4 - MRF only, single stream (\$96 per ton) (assuming 35,000 tons and 340,000 households)	\$0.82/HH/Month	n/a	n/a	n/a	n/a
	Communications Plan (\$382,000 per year)	\$0.094/HH/Month	n/a	n/a	n/a	n/a
World Waste Original Proposal	Base - Weekly, Single Stream, World Collects, Hudson MRFs, single stream, new containers, own MRF (to build), new vehicles	n/a	\$4.80/HH/Month	n/a	n/a	n/a
	Communications Plan (\$1.5 million for 7 years)	n/a	\$0.053/HH/Month	n/a	n/a	n/a
Waste Pro Original Proposals	Base - Weekly, Dual Stream, on garbage collection day, existing bins, new vehicles, own MRF	n/a	n/a	\$2.90/HH/Month	n/a	n/a
	Alt1 - Weekly, Dual Stream, on garbage collection day, existing bins, new vehicles, own MRF, no glass	n/a	n/a	\$2.84/HH/Month	n/a	n/a
	Alt2 - Weekly, Dual Stream, WastePro Collection only, no MRF, on garbage collection day, existing bins, new vehicles	n/a	n/a	\$3.14/HH/Month	n/a	n/a
	Alt3 - MRF only, dual stream (-\$19.40 per ton) (assuming 35,000 tons and 340,000 households)	n/a	n/a	-\$0.166/HH/Month	n/a	n/a
	Alt4 - MRF only, single stream, no glass (-\$32.80 per ton) (assuming 25,000 tons and 340,000 households)	n/a	n/a	-\$0.201/HH/Month	n/a	n/a
	Communications Plan (\$1.50 per household per year first year, \$1.00 per household per year every other year)	n/a	n/a	\$0.125/HH/Month	n/a	n/a
Waste Management Original Proposal	Alt1 - MRF only, single or dual stream (-\$10.00 per ton) (assuming 35,000 tons and 340,000 households)	n/a	n/a	n/a	-\$0.086/HH/Month	n/a
	Communications Plan (give back \$75,000 per year)	n/a	n/a	n/a	-\$0.018/HH/Month	n/a
County Financing	County Finances the Purchase of 340,000 carts (65 gallon)	n/a	n/a	n/a	n/a	\$0.551/HH/Month
	County Finances the Purchase of 170,000 carts (65 gallon)	n/a	n/a	n/a	n/a	\$0.277/HH/Month
	County Finances the Purchase of 340,000 carts (35 gallon)	n/a	n/a	n/a	n/a	\$0.470/HH/Month
	County Finances the Purchase of 170,000 carts (35 gallon)	n/a	n/a	n/a	n/a	\$0.237/HH/Month

Memorandum



Date: March 5, 2007

To: Those Listed Below

From: George M. Burgess
County Manager 

Subject: Request for Evaluation/Selection Committee for the Miami-Dade Solid Waste Management Department Request for Proposals for the Curbside Recycling Services Program - RFP No. 545

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for the Miami-Dade Solid Waste Management Department Request for Proposals for the Curbside Recycling Services Program - RFP No. 545:

Selection Committee

Andrew Zawoyski, DPM, Non-Voting Chairperson
Kathleen Woods-Richardson, MDSWM
Christopher Rose, MDSWM
Joseph Ruiz, MDWASD
Amy Knowles, DERM
Alice Hidalgo-Gato, DBD
Charlotte Home, GSA (Alternate)

The Selection Committee will meet to review written or printed material regarding the qualifications of each of the certified firms as it relates to the requirements defined in the advertised document. If required, the Selection Committee will select several candidate firms meeting the published criteria, to make oral presentations at a properly noticed public hearing to the full Selection Committee.

The Selection Committee shall be responsible for evaluating, rating and ranking the proposals by each Committee member, based on the criteria and procedure contained in the advertised document. The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Technical (Quality) criteria. If responsive proposers are invited to make oral presentations, the Committee may re-rate and re-rank the proposals based upon the written documents combined with the oral presentation. You may utilize staff of the issuing department and the using agency to conduct a preliminary review of the proposals for responsiveness to the technical requirements. All requests for specific determinations shall be made in writing to the County Attorney's Office.

You are directed to assist me in the selection process considering the factors delineated in the advertised document. These factors may include methodology and management approach, qualifications and experience of principals and staff, financial stability, proposer's past performance of similar scope and size, proposer's detailed plans to meet the objectives of each task, activity, etc., pursuant to any schedule, proposer's previous County experience, history and experience of the firm or individual(s), understanding of the project and the County's objectives, responsiveness to the established requirements, and Cost/Revenue (normally separate and sealed). When the document requires the proposer to provide cost/revenue in a separate sealed envelope, cost/revenue will be considered separately and after the other criteria have been evaluated.

If you are unable to participate in the Selection process, contact this office through the Department of Business Development (DBD) by memorandum documenting the reason why you cannot participate. Only in cases of dire urgency may you be excused from participation.

The alternate committee member will serve only in the event of an approved substitution. No substitution of committee members shall be allowed after the first official meeting of the committee. The Department of Procurement Management's (DPM) RFP Unit may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation.

Following the oral presentation, or upon completion of the review process, the Committee shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the top recommended firm(s) based upon the reasoning and mathematical formula, if utilized, and attach supporting documentation and a summary sheet which MUST include the following information:

Name of firm(s)
Quality Rating Score
Price
Adjusted Score (if applicable)
Committee's Overall Ranking

This report should be submitted to me through the DPM and the DBD for review and consideration for further recommendation to the Board of County Commissioners.

As a matter of administrative policy and to maintain a fair and impartial process, all individuals appointed to the Selection Committee (including the Chairperson) and staff are instructed to refrain from discussing the solicitation with prospective lobbyists and/or consultants. Committee members are reminded that in accordance with the Cone of Silence Ordinance 98-106, they are prohibited from having any communication with potential respondents and/or their representatives. Violation of this policy could lead to termination.

All questions must be directed to the staff contact person(s) designated by the issuing department.

c: Miriam Singer, Director, DPM
John W. Renfrow, Director, MDWASD
Carlos Espinosa, Director, DERM
Marsha E. Jackman, Director, DBD
Wendi Norris, Director, GSA

Selection Committee

Andrew Zawoyski, DPM, Non-Voting Chairperson
Kathleen Woods-Richardson, MDSWM
Christopher Rose, MDSWM
Joseph Ruiz, MDWASD
Amy Knowles, DERM
Alice Hidalgo-Gato, DBD
Charlotte Horne, GSA (Alternate)

Memorandum



Date: March 21, 2007

To: Andrew Zawoyski, Chairperson
Department of Procurement Management

From: George M. Burgess
County Manager

Subject: Request for Evaluation/Selection Committee for the Miami-Dade Solid Waste Management
Department Request for Proposals for the Curbside Recycling Services Program - RFP No. 545
(Substitution #1)

Please be advised that I am adding Roger Carlton of my office and Charles Danger of the Building Department to the above-referenced selection committee. Should you have any questions, please refer them to Sharon Ryland of the Department of Business Development.

Selection Committee

Andrew Zawoyski, DPM, Non-Voting Chairperson
Roger Carlton, CMO
Kathleen Woods-Richardson, MDSWM
Christopher Rose, MDSWM
Joseph Ruiz, MDWASD
Charles Danger, BD
Amy Knowles, DERM
Alice Hidalgo-Gato, DBD
Charlotte Home, GSA (Alternate)

Attachment

c: Miriam Singer, Director, DPM
John W. Renfrow, Director, MDWASD
Carlos Espinosa, Director, DERM
Marsha E. Jackman, Director, DBD
Wendi Norris, Director, GSA